

ORDINANCE No. 111865

ENGROSSED

COUNCIL BILL No. 104178

AN ORDINANCE adopting a comprehensive site development plan for the Good Shepherd Center site; providing for a supplemental agreement with the Historic Seattle Preservation and Development Authority and with the Seattle Tilth Association to carry out the plan and the transfer of property rights appropriate thereto; and designating the Superintendent of Parks and Recreation as the City's representative to administer the agreements.

Law Department

The City of Seattle - Legis

REPORT OF COMMITTEE

Honorable President:

Your Committee on

City Operations

to which was referred the within Council Bill No. 104178
report that we have considered the same and respectfully

Be passed as amended

COMPTROLLER FILE No. 293452

Introduced:	By <i>Lee</i>
Referred:	To <i>City Operations</i>
Referred:	To:
Referred:	To:
Reported:	Second Reading:
<i>AUG 27 1984</i>	<i>AUG 27 1984</i>
Third Reading:	Signed:
<i>AUG 27 1984</i>	<i>AUG 27 1984</i>
Presented to Mayor:	Approved:
<i>AUG 28 1984</i>	<i>SEP 5 1984</i>
Forwarded to City Clerk:	Published:
<i>SEP 6 1984</i>	
Vetoed by Mayor:	Veto Published:
Passed over Veto:	Veto Sustained: <i>(OK)</i>

REC'D ONE AUG 28 1984

James Dillman

Committee Chair

Law Department

The City of Seattle--Legislative Department

REPORT OF COMMITTEE

Date Reported
and Adopted

Honorable President:

Your Committee on *City Operations*

to which was referred the within Council Bill No. *104178*

report that we have considered the same and respectfully recommend that the same:

Be passed as engrossed - 8/10/84

REC'D CMB AUG 28 1984

Janette Williams

Committee Chair

ORDINANCE 111865

AN ORDINANCE adopting a comprehensive site development plan for the Good Shepherd Center site; providing for a supplemental agreement with the Historic Seattle Preservation and Development Authority and with the Seattle Tilth Association to carry out the plan and the transfer of property rights appropriate thereto; and designating the Superintendent of Parks and Recreation as the City's representative to administer the agreements.

WHEREAS, it is in the public interest for the Superintendent of Parks and Recreation to perform certain activities on the site, which ordinarily would be assigned to the Director of Administrative Services, because the Department of Parks and Recreation participated actively in preparing the documents authorized by the documents herein; the Meridian Playground has servitudes over the areas transferred and management by a single city official provides administrative advantages; Now, Therefore,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. In compliance with Ordinance 105956, and in accord with Section 5 of this ordinance, the following documents are adopted as the Comprehensive Site Development Plan for the Good Shepherd Center tract and shall guide the development and activities of the parties at the site:

- (a) The Comprehensive Site Development Plan ("Plan") narrative, and attached as Exhibit "1" to this Ordinance;
- (b) The map-like plan prepared by Thomas L. Berger & Associates, dated February 7, 1979 as last revised December 17, 1981, entitled "Meridian Playground" and "Good Shepherd Center" and attached as Exhibit "A" to this Ordinance; and
- (c) The Landscape Management Goals and Policies, dated January 12, 1982, and attached as Exhibit "B" to this Ordinance.

1 Section 2. The authority granted by Ordinance 105956,
2 Section 7, to the Director ("Director") of Administrative
3 Services (as successor to the Superintendent of Buildings) to
4 execute and the City Comptroller to attest, for and on behalf
5 of The City of Seattle, a supplemental agreement to carry out
6 the Comprehensive Site Development Plan is hereby confirmed;
7 and the Director and City Comptroller are further directed to
8 execute and attest respectively for the City a Supplemental
9 Agreement, substantially in the form of Exhibit "2", granting
10 the Historic Seattle Preservation and Development Authority
11 ("Historic Seattle") the use and management of the property,
12 which is outlined in red on the map attached as Exhibit "A"
13 and described below, for the purposes set forth in the
14 agreement and in the Plan expiring no later than the rights
15 and occupancy of Historic Seattle to occupy the Good Shepherd
16 Center buildings as a self-sustaining, multi-purpose community
17 center, or twenty-five (25) years, whichever is greater:

18 A parcel of land beginning at the N.W. corner
19 of the S.W. 1/4 of the S.W. 1/4 of Section 8,
20 Township 35 North, Range 4 East, W.M.; thence
21 S 89°37'15" E 772.61 feet along the monument
22 line of N. 50th St. to the intersection of N.
23 50th St. and Sunnyside Avenue N.; thence S
24 24°01'05" E, 73.00 feet on the centerline of
25 Sunnyside Avenue N.; thence S 65°58'55" W,
26 33.00 feet to the west margin of Sunnyside
27 Avenue N. and the True Point of Beginning;
28 thence S 65°58'55" W, 46.43 feet; thence N.
89°56'32" W, 165.77 feet; thence S 00°12'25"
W, 83.02 feet; thence N 89°37'15" W, 14.00
feet; thence S 00°12'25" W, 10.00 feet; thence
N 89°37'15" W, 77.23 feet; thence S 00°12'25"
W, 176.86 feet; thence S 89°40'49" E, 45.00
feet; thence S 00°12'25" W, 13.50 feet; thence
S 89°40'49" E, 73.15 feet; thence S 00°12'25"
W, 138.19 feet; thence N. 89°40'49" W, 23.00 feet;
thence S 00°12'25" W, 4.00 feet; thence N 89°40'49"
W, 78.29 feet; thence S 00°12'25" W, 139.32 feet;
thence S 89°40'49" E, 104.96 feet; to the intersec-
tion with the centerline of Corliss Avenue North;
thence continuing S 89°40'49" E, 260.72 feet
along the south boundary of the above described
tract, to the southeast corner of said tract; thence
N 00°12'25" E, 411.04 feet; thence N 24°01'05" W,
190.54 feet to the True Point of Beginning.

1 Excepting therefrom the following:

2 The Main Building, the Gym/Boiler Building,
3 the North Addition, including the attached
4 garage; together with such ground, appurtenant
5 and ancillary rights as are required for their
6 use and operation, all as more particularly
described in that certain conveyance, site
development and property use agreement
recorded under King County Auditor's Recording
Number 7705260836 and authorized by Ordinance
No. 105956 dated November 8, 1976.

7 The Supplemental Agreement also grants a right in common with
8 the Tilth Association to use that certain paved driveway and
9 service area at the Corliss Avenue North entrance outlined in
10 purple on Exhibit "A".

11 Section 3. The Director is further authorized to execute
12 and the City Comptroller to attest, for and on behalf of The
13 City of Seattle, an agreement with the Tilth Association
14 substantially in the form of Exhibit "3" granting exclusively
15 to the Seattle Tilth Association the use and management of the
16 property, which is outlined in blue on the map attached as
17 Exhibit "A" and described below, for the purpose of conducting
18 a demonstration project in urban agriculture, as contemplated
19 by the Comprehensive Site Development Plan, expiring upon the
20 soonest of the following events: the expiration of twenty-five
21 years; the discontinuation of use of the area for the
22 demonstration project; or a relinquishment, an attempted
23 assignment, subletting, or other transfer of the premises:

24 A parcel of land beginning at the N.W. Corner
25 of the S.W. 1/4 of the S.W. 1/4 of Section 8;
26 thence S. 00°12'25" W, 665.58 feet;
27 thence S. 89°40'49" E, 303.10 feet;
28 thence N. 00°12'25" E, 129.32 feet to the
True Point of Beginning;
thence S. 89°40'49" E, 181.88 feet;
thence S. 00°12'25" W, 129.32 feet;
thence N. 89°40'49" W, 73.88 feet;
thence N. 00°12'25" E, 82.00 feet;
thence N. 89°40'49" W, 58.00 feet;
thence N. 00°12'25" E, 40.00 feet;

1 thence N. 89°40'49" W, 50.00 feet;
2 thence N. 00°12'25" E, 7.32 feet to the
 True Point of Beginning; said parcel con-
 taining 12,665 square feet.

3 The agreement also grants a right in common with Historic
4 Seattle to use that certain paved driveway and service area at
5 Corliss Avenue North entrance outlined in purple on Exhibit
6 "A".

7 Section 4. To assist communications and coordination for
8 operation of the entire Good Shepherd Center site, the Good
9 Shepherd Center Advisory Board (Board) established by the
10 Historic Seattle Preservation and Development Authority
11 Council is hereby recognized. The Board shall advise the
12 Department of Parks and Recreation on all issues related to
 the Good Shepherd Center, Site, and Meridian Playground.

13 Section 5. Historic Seattle and the Department of Parks
14 and Recreation shall endeavor to avoid adverse parking and
15 traffic impacts upon the streets and neighborhoods adjacent to
16 the Good Shepherd site. As part of that effort they shall
17 consider the alternative of modifying the Comprehensive Site
18 Development Plan to provide for access to the Primary Parking
 Area from Corliss Avenue North.

19 Section 6. The City Council shall monitor the progress
20 of the Comprehensive Site Development Plan, particularly with
21 regard to parking and traffic impacts. Historic Seattle and
22 the Department of Parks and Recreation shall with the
23 assistance of the Seattle Engineering Department, submit to
24 the City Council semi-annual progress reports on the fulfill-
25 ment of the Plan until the site and buildings are fully deve-
26 loped and occupied. Annual reports shall be submitted
27 thereafter.
28

1 Section 7. The Superintendent of Parks and Recreation
2 ("Superintendent") is designated as the City's representative
3 to administer the foregoing agreements; to compel compliance
4 with the Comprehensive Site Development Plan; and to enforce
5 the servitudes in favor of the Meridian Playground and to
6 administer the Conveyance, Site Development and Property Use
7 Agreement with Historic Seattle authorized by Ordinance
8 105956. No expenditures for maintenance, repairs or other
9 services with respect to the area outside the Meridian
10 Playground shall be charged to the Park and Recreation Fund
11 without prior written agreement. The Director of
12 Administrative Services shall exercise jurisdiction of the
13 area shown in red on Exhibit "A" upon resumption of City occu-
14 pancy of the same, and the Superintendent of Parks and
15 Recreation shall exercise jurisdiction of the area shown in
16 blue on Exhibit "A" for park and recreation purposes as part
17 of the Meridian Playground upon expiration of the rights
18 granted in Section 3, and that certain paved driveway and ser-
vice area shown in purple in Exhibit "A" shall be used in
common.

19 Section 8. To supplement the demonstration project in
20 urban gardening the Department of Human Resources shall
21 operate the community gardens, containing P-Patches for indi-
22 vidual and family gardening, on the property shaded in dark
23 brown on Exhibit "A", for a period of twenty-five years or
24 until discontinued, whichever be sooner. This area shall
25 become a part of the Meridian Playground upon the sooner of
26 the expiration or discontinuation of its use for community
27 gardens or, in the event the demonstration project in urban
28 agriculture be discontinued, upon relocation of the community
gardens in an area equal in size made available thereby.

1 Section 9. Execution of the agreements authorized in
2 Sections 3 and 7 pursuant to the authority and prior to the
3 effective date of this Ordinance is hereby ratified and
4 confirmed.
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(To be used for all Ordinances except Emergency.)

Section 10. This ordinance shall take effect and be in force thirty days from and after its passage and approval, if approved by the Mayor; otherwise it shall take effect at the time it shall become a law under the provisions of the city charter.

Passed by the City Council the 27th day of August, 1984,
and signed by me in open session in authentication of its passage this 27th day of August, 1984, *Jim Hill*
President of the City Council.

Approved by me this 5th day of September, 1984, *Charles Raper*
Mayor.

Filed by me this 6th day of September, 1984.

Attest: *Jim Hill*
City Comptroller and City Clerk.

(SEAL)

Published.....

By: *Est Delle*
Deputy Clerk.

COMPREHENSIVE SITE DEVELOPMENT PLAN NARRATIVE
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LG/lk
3/12/84

COMPREHENSIVE SITE DEVELOPMENT PLAN

INTRODUCTION

This narrative, the map-like plan prepared by Thomas L. Berger & Associates, dated February 7, 1979, as last revised December 17, 1981, entitled "Meridian Playground" and "Good Shepherd Center" (Exhibit "A"), and the Landscape Management Goals and Policies (Exhibit "B") constitute the Comprehensive Site Development Plan mandated by Ordinance 105956.

Ordinance 105956, in Section 4, authorizes and directs the Director of Community Development and the Superintendent of Parks and Recreation to develop a comprehensive site plan, which will:

- a. guide development of the entire tract;
- b. provide off-street parking facilities for both the playground and the community center;
- c. direct the disposition of facilities on the site such as the swimming pool, the basketball and tennis courts, and the picnic shelter;
- d. locate roadways, accessways and utility connections;
- e. provide for jurisdiction of all grounds other than the playground area; and
- f. describe any rights of usage the City or Historic Seattle may exercise in areas under the jurisdiction of the other, including the appropriate type of documents (leases, permits, joint use agreements, etc.) to implement the plan.

The plan is subject to four limitations:

1. the City retains fee title to the entire tract;
2. no easements or reserved use rights other than underground utilities, encumber the six acres acquired for park and recreation purposes;
3. the Superintendent of Parks and Recreation and the City retain all Charter and ordinance powers to develop the playground; and
4. the plan shall not impair any property rights already granted Historic Seattle.

Unless amended, the plan will remain in effect for 25 years.

1. Plan for the Entire Tract

This plan shall guide development of the entire tract. Exhibit "A" shows the dimensions of the various uses drawn to an approximate scale. It is not an engineering blueprint, however. The lettering is not centered at the midpoint of the use; nor are the symbols of trees intended to reflect their actual size or shape. Most terms, symbols, and architectural features are self-explanatory.

This text supplements Exhibit "A." It describes the principal uses, the servitudes, the intended appearance, the elements of the plan, and the various jurisdictional arrangements.

Its goal is to carry out the objective stated in the feasibility study for the Good Shepherd Center, dated March 1, 1976: to provide a meeting place where a diversity of people and activities are juxtaposed, and communication and interaction are stimulated and enhanced.

The plan makes three changes: the Meridian Playground is expanded and rearranged to accommodate the demonstration project in urban agriculture and, the community gardens; the Meridian Playground acquires a servitude over the entire tract to prevent incompatible uses (Section 1(b) below); and Historic Seattle will provide a pedestrian accessway between the primary parking area in the Southeast corner of the tract and the Meridian Playground as discussed in Section 2(c) below.

a. Primary Uses

Ordinance 105956 and the Conveyance, Site Development, and Property Use Agreement ("Conveyance Agreement"), dated November 17, 1976 between the City of Seattle and the Historic Seattle Preservation and Development Authority ("Historic Seattle"), established the primary uses: the Meridian Playground and the Good Shepherd Center. A land exchange ordinance now pending will establish two auxiliary uses: a demonstration project in urban gardening with a solar greenhouse, and community gardens with small, individual plots for cultivating and growing plants ("P-Patches"). The remainder of the tract should compliment these uses.

Ordinance 105956 and the Conveyance Agreement are complete in themselves and set the basic pattern for development of the tract. Generally, the western portion is developed to create Meridian Playground, addressing the open space and recreational needs of the Wallingford Community. The portion of the tract under Historic Seattle's management includes the preservation of historically significant buildings for the creation of the Good Shepherd Center as a self-sustaining, multi-purpose community center; development of the grounds maintained by Historic Seattle is related to the historic character of the site as well as to the tenants and activities of the community center.

The demonstration project in urban agriculture contains several elements: (a) it is a community undertaking drawing upon volunteers, in the manner of a horticultural society, to grow vegetables, legumes, and other produce as a collective effort, rather than the working of separate plots by individuals for personal use such as a P-Patch; (b) its mission includes an emphasis on education. It teaches by word and by example. This includes signs for public information, tours of instruction for school children and other groups by appointment, and sharing knowledge and ideas with other groups and citizens. It has a variety of plants growing and shows different ways of growing them; and (c) it is a test area with research in progress, records kept, and results noted.

To preserve the community character of the demonstration project, membership in the organization operating the project must be genuinely open to the public and all City residents must have an equal opportunity to participate. Any membership qualifications must be on an objective basis; reasonable

accommodation must be made for the handicapped and disabled; and no discrimination prohibited by law or City ordinance for a public facility shall be allowed. Work credit or other arrangements must be made for people with limited financial means to participate.

The City developed community gardens, containing P-Patches, adjacent to the demonstration project in urban agriculture for the 1978 planning season. This use has continued and should continue to supplement that project for the 25-year duration of this plan.

b. Servitude to Meridian Playground

No use or activity on the tract may interfere with or be incompatible with the use and enjoyment of the Meridian Playground for park purposes. For this purpose, no permanent structures should be built, no paving laid or hard surfacing installed, and no outdoor advertising or vending, or commercial enterprise should take place anywhere on the tract -- including the 10-foot perimeter surrounding the buildings owned by the Historic Seattle Preservation and Development Authority ("Historic Seattle") without the consent of the Superintendent of Parks and Recreation. Historic Seattle may authorize a tenant of the community center or a community organization, on a casual basis, from time to time, to conduct bake sales and other non-commercial fund-raising activities, with personnel in attendance, on the grounds maintained by Historic Seattle. In addition, maintenance actions that are consistent with the plan shall not require the consent of the Superintendent of Parks.

c. Overall Appearance

The tract should be an oasis for public recreation, enjoyment, and community uses with an ambience of its own. Hedges along the perimeter should screen out urban noise; pastoral grounds and plantings should encourage relaxation and recreation; a variety of activity should make visiting the tract a more stimulating experience; an openness should allow daytime visitors to wander around the grounds, to look, to see and to approach, and to watch or participate without feeling kept out; interior hedges four feet or less in height and plantings (rather than fences) should set borders or barriers; outdoor advertising, or vending, commercial enterprises, and any new structures should be strictly controlled to maintain the pastoral, park-like setting.

Cars and parking should be restricted to designated areas; speeds of vehicles should be kept low; and pedestrians should have the right-of-way at any crossings.

The tract should appear to be an integrated whole, with the distinctive character of each activity area reflected in the design, planting, maintenance, and constructed improvements. The maintenance level of the overall site shall be equal to or better than that established for the Meridian Playground; such lawn care, watering, trimming of hedges and shrubs, other ground maintenance and plantings shall be equal to or better on the remainder of the site than on the Playground. The landscaping maintained by Historic Seattle shall be maintained and developed to reinforce the historical relationship between the buildings and the site, with driveways, paths, formal and informal plantings, and large trees. The landscape management goals and policies attached as Exhibit "B" apply to the entire tract.

2. Description of Plan Components

Implementation of these elements contemplates cooperation and consultation among the principal users. Where action is required, performance should occur within a reasonable time; and where consent or approval is required, the same should not be unreasonably withheld. It is recognized that the following states the general guidelines for development of the site; however, changes in general direction and in particular detail may be required from time to time. In the event that such change or changes are proposed to occur, Historic Seattle shall receive prior approval from the Superintendent of Parks and Recreation. The plan components with descriptive detail are not intended to be rigid and binding in perpetuity, but rather to serve as an indication of desired direction for site development.

a. Off-Street Parking Facilities

The primary parking area and the northeasterly parking area, when developed, will serve the tract as a whole. Both areas will be open to the public for use while at any of the uses on the tract. No discrimination may be made against any members of the public using the Meridian Playground; nor shall any fees, charges, time limits on the duration of parking, parking enforcement policies, or controls place users of the Meridian Playground at a disadvantage vis-a-vis other users.

All parking areas shall be level, lighted, and paved, asphalted, bricked, or otherwise covered with a permanent surface. Each shall have adequate drainage. Low level hedges or ornamental plantings shall surround the parking area to mark the edges, to reduce headlight glare outside the area and cross-traffic; and to create an attractive, landscaped appearance. Those trees shown on the map in the general area of the parking lot shall only be taken out in the event the tree is dead or diseased and landscaping shall be provided substantially as shown. All construction shall be subject to approval of plans and specifications by the Superintendent of Parks and Recreation.

The "Primary Parking" area at the southeasterly corner of the premises shall be developed. The three spaces shown for "Handicapped Parking" shall be reserved for vehicles with a decal or other insignia issued by the State of Washington pursuant to RCW 46.16.380 or RCW 46.61.580, or another state or the United States for such special parking purposes, and marked with the appropriate symbol. A bicycle stand may be added where convenient.

Development of the northeasterly parking area may be deferred until the need arises. When this parking area is developed, loading and unloading for the northerly addition of the community center shall occur here.

b. Vehicular Circulation

Vehicles shall take the most direct roadway between the street and the parking area. Bollards or other traffic control devices shall enforce compliance. (Emergency vehicles, fire trucks, and, with the consent of Historic Seattle, buses, vans, delivery and service vehicles may cross the bollards.) Parking on roadways -- except emergency vehicles, fire trucks, and vehicles while loading or unloading -- is prohibited. Pedestrians shall be encouraged to use pedestrian accessways rather than vehicular roadways.

The "Service Area" at the entrance from Corliss Avenue North near the Gym/Boiler Building serves the community center and the demonstration

project in urban gardening, and when needed may be used by the City for maintaining the Meridian Playground. Use for service vehicles -- loading, unloading, or usage to assist work or repairs in progress -- takes precedence, with staff parking allowed as a subordinate use. The Superintendent of Parks and Recreation may authorize the sponsors of an event at the "Summerhouse" to use the service area for service and delivery purposes. The rights to use the "Service Area" for the demonstration project in urban gardening shall pass to the City should the demonstration project be discontinued.

c. Disposition of Other Facilities

Development of the Meridian Playground absorbed the swimming pool as part of the "Formal Lawn;" took the area of the caretaker's cottage and the basketball and tennis courts to make way for the "children's play area" and "open play areas" and transformed the "picnic shelter" into the "Summerhouse." All other large structures formerly on the site were removed.

The Tilth Association, with assistance from the City through the Community Development Block Grant Program, constructed a solar greenhouse as part of the demonstration project in urban agriculture. The greenhouse should remain for as long as the demonstration project shall continue and as long thereafter as the Superintendent of Parks and Recreation shall deem it appropriate.

d. Pedestrian Access and Accessways

These four entrances are provided for exclusive pedestrian use:

- (i) An entrance at the corner of North 50th Street and Sunnyside Avenue North;
- (ii) A walkway from Sunnyside Avenue North to the existing entranceway to the main Good Shepherd Center building (shown in green in the attachment to the Conveyance Agreement);
- (iii) A stairway to the Meridian Playground at about the center of the tract on Meridian Avenue North; and
- (iv) A sloping ramp at the corner of North 50th Street and Meridian Avenue North.

In addition, pedestrians may use the horseshoe-shaped driveway from Sunnyside Avenue North (colored blue on that same attachment), the entrance from Corliss Avenue North to the Service Area (colored red on that same attachment), and the pedestrian service access from Bagley Avenue North, along with vehicles. All entrances shall be open for pedestrian use during the hours that the Meridian Playground is open to the public, unless the Superintendent of Parks and Recreation authorizes an earlier closure.

Historic Seattle shall apply for funds from the City to construct an accessway between the "Formal Lawn" of the Meridian Playground and the "Primary Parking" area at the southeasterly corner of the tract between the "Good Shepherd Center" and the "South Annex" for pedestrian use. The public shall be encouraged to use the accessway in walking from the "primary parking area" to Meridian Playground and to the demonstration gardens and solar greenhouse or community gardens, rather than traveling by way of the south

boundary of the tract through the service area to Corliss Avenue North. The accessway shall not be less than six feet in width at its narrowest point, contain a pathway with a solid surface, and be capable of use by people in wheelchairs or with baby strollers. It shall be open during daylight hours, and, if the Superintendent of Parks and Recreation so requests in order to accommodate a special evening event in the Formal Garden, Summerhouse, or bandstand, until one-half hour after the event terminates. The accessway shall be illuminated at dusk until one half-hour after sunset, and in the evenings, when the accessway is open, in order to assist those who travel between the Meridian Playground and the Primary Parking area or Sunnyside Avenue North.

In general, the pathways through the tract should be usable by the handicapped in wheelchairs and people using such wheeled vehicles such as baby strollers. However, topographical and landscaping features may limit the ability to achieve full accessibility to every portion of the tract. The paths on the map may be shifted or meander, or made to branch into the buildings, but shall, however revised, continue to give full and convenient access around buildings.

Suitable illumination should be installed throughout the area managed by Historic Seattle as financial resources permit. On the eastern portion of the tract, lighting standards and lamps shall be consistent with the historic character of the buildings and grounds, and shall provide a pedestrian level illumination to pathways.

The Superintendent of Parks and Recreation may close any entrance or all entrances to the Meridian Playground when the playground closes and for maintenance or repair purposes. Historic Seattle may close the easterly entrance with the concurrence of the Superintendent of Parks and Recreation; and Historic Seattle and the Tilth Association together may close the Corliss Avenue North entrance with the Superintendent's concurrence. In an emergency, Corliss Avenue entrance may be closed for up to three days without the concurrence of the Superintendent. The decision to close this entrance may not unreasonably impair the City's ability to access the service area for Park's maintenance.

e. Roadways and Utility Connections

The horseshoe-shaped driveway from Sunnyside Avenue North (colored blue on the Conveyance Agreement) shall be lighted with ornamental lighting matching the main walkway, and maintained with a surface like or equal to the current roadway. It shall serve as an access to the Good Shepherd Center and the access to the public parking facilities, and as an additional access for pedestrians to the Meridian Playground and the demonstration project in urban agriculture.

A pedestrian way under the supervision and control of the Superintendent of Parks and Recreation shall connect the Formal Gardens/Service Area and Bagley Avenue North. It shall provide the main service access for maintenance of the Meridian Playground. Historic Seattle should be allowed to use it as a service driveway to the Good Shepherd Center under a use permit of the type commonly issued by the Superintendent of Parks and Recreation, for crossing park boulevards, with similar terms and conditions; the permit shall be revocable upon thirty (30) days written notice. The Superintendent may establish a gate at Bagley Avenue North and lock the way at night and to

prevent unauthorized vehicular use.

The existing paved driveway from Corliss Avenue North (colored red in the attachment to the Conveyance Agreement) is part of the "Service Area" discussed in Section 2(a).

Permanent utility connections shall be underground. Temporary utility connections may be placed overhead or on the surface to accommodate construction or a public event at the discretion and with the consent of the Superintendent of Parks and Recreation. When most convenient, the demonstration project in urban agriculture should be able to secure utility services through Historic Seattle upon payment of the cost thereof.

f. Other Development

It is recognized that full implementation of the site development plan will be achieved in stages over the course of several years. The site development plan establishes the standards and goals that will be achieved through the work of many actors. Providing that funds become available, Historic Seattle will pursue implementation of the development plan on the eastern portion of the site as described below. Historic Seattle will make a good faith, reasonable effort to secure the appropriate funding to implement the development plan for the areas under Historic Seattle's management, using its own resources when necessary. Until funding becomes available for capital improvements, Historic Seattle will maintain current plantings and facilities consistent with good horticultural practice and standards of preservation. The plan and its details may be altered from time to time to recognize changes from current conditions and information available at the time of enactment.

Unless otherwise designated or inconsistent with a described usage, the portion of the grounds lying westerly of the Meridian Playground shall be maintained as lawns and open space. Wire and wooden fencing shall be removed, except for gates and fencing which serves as support for or as a trellis for plantings along the southern boundary of the tract.

The Formal Entry/Garden within the horseshoe-shaped driveway between the Good Shepherd Center and Sunnyside Avenue North, should be planted to reflect (as nearly as possible) the original landscaping, the period of architecture, and the symmetry of the existing design.

The Special Design Garden, easterly of the north extension of the Good Shepherd Center Building and south of the Sculpture Garden precedes the Sculpture Garden and is less formally designed. It may be used to informally augment the Sculpture Garden for temporary exhibits, and for outdoor receptions.

The Sculpture Garden, northeasterly of the north extension of the Good Shepherd Center building, should be developed for the display of art works of Northwest artists and students at the Center.

The Formal Garden, west of the Good Shepherd Center building and north of the kiln service area, should be planted in a formal manner, appropriate to the era of the building. There should be a variety of trees and shrubs to ensure reasonably continuous bloom during the season.

The Senior Citizen area, between the Formal Garden and the Good Shepherd Center building, should be developed as a terrace with access to both the Formal Garden and the Good Shepherd Center.

This narrative does not discuss the internal uses of the Good Shepherd Center buildings, nor development of the Meridian Playground, since they had been determined by Ordinance 105956. Moreover, Section 4(f)(iii) reserves to the Superintendent of Parks and Recreation "... all charter and ordinance powers to lay out and develop the playground." Any designations of uses on Exhibit "A" with respect to Meridian Playground are advisory only.

- g. Historic Seattle and the Department of Parks and Recreation shall endeavor to avoid adverse parking and traffic impacts upon the streets and neighborhoods adjacent to the Good Shepherd site. As part of that effort, they shall consider the alternative of modifying the Comprehensive Site Development Plan to provide for access to the Primary Parking Area from Corliss Avenue North.

3. Jurisdiction and Rights

The City shall retain the following rights and powers:

- (a) Fee Title to the entire tract as contemplated by Ordinance 105956, Section 4(i);
- (b) Ownership and control over the Meridian Playground and the community gardens;
- (c) A vested remainder to the area occupied by the demonstration project in urban agriculture and its ancillary rights in the Corliss Avenue North service area; the possessory interest shall cease and occupancy of the area shall revert to the Department of Parks and Recreation if the area should cease to be used for the demonstration project in urban gardening;
- (d) The servitude over the remainder of the tract described in Section 2(b), and a power to enforce compliance with this plan. This includes, but is not limited to, the appearance standards (Section 1(c)); access to and usage of parking areas (Section 2(a)); use of pedestrian accessways (Section 2(c)) and roadways (Section 2(d)); and development of the remainder of the grounds in accordance with particular uses envisioned in this plan (Section 2(e)); and
- (e) Such other rights as may be retained by Ordinance 105956, the Conveyance Agreement, or reserved or created in the agreements and documents executed to implement this plan.

The Superintendent of Parks and Recreation should be the representative of the City in reviewing plans and granting approvals where contemplated by this plan.

The Department of Human Resources should operate the community gardens to supplement the demonstration project in urban agriculture.

The Tilth Association should operate the demonstration project in urban gardening. It developed the concept and oversaw construction of the solar greenhouse, and tilled and laid out the demonstration gardens (Section 1(a)). It should also have a right in common with Historic Seattle to use the "Service Area"/driveway at the entrance from Corliss Avenue North (Section 2(a)); a right to secure utility services from or through Historic Seattle upon payment of the cost thereof (Section 2(d)); and a power to enforce the access, and parking rights described in Sections 2(a) through (d), inclusive. The rights and powers granted the Tilth Association are not transferable.

Historic Seattle should have the use and management of the remainder of the property lying easterly of Meridian Playground with the power to develop and the duty to maintain it as contemplated by this plan and subject to the rights and servitudes described above; a right in common with the Tilth Association to use the "Service Area"/driveway at the entrance from Corliss Avenue North (Section 2(a)); and a revocable use permit to use the pedestrian way from Bagley Avenue North in the manner and under the conditions pertaining to Boulevard use permits (Section 2(d)).

CONCLUSION

In this case, development of each part would produce a whole that is greater than its separate elements; and the tract would indeed fulfill the strong desire of the Wallingford-Meridian community, expressed in the feasibility study, to obtain the site for community use; preserve the open space, trees and orchards; restore a community architectural landmark to active use; and provide increased services to the community.

EXHIBIT B

LANDSCAPE MANAGEMENT GOALS

GOOD SHEPHERD CENTER - MERIDIAN PLAYGROUND

- A. Retain the historical context of the site, and a complementary relationship with the multiple aspects of the Good Shepherd Center. This would include insuring that any additional facilities, i.e., benches, drinking fountains, pathways, lighting, signs, etc., be appropriately selected to fit the historical nature of the grounds.
- B. All site maintenance shall strive to achieve the cohesive feeling for the entire 11-acre site, with goals and policy discussions as needed to achieve this end.
- C. Respect and maintain the inherent site qualities and character by:
 - 1. Pruning the fruit trees for beauty and a limited fruit production.
 - 2. Maintaining limited and controlled amounts of blackberry vines.
 - 3. Preserving the dense informal edges.
 - 4. Retaining the privacy of the informally pruned holly hedge.
 - 5. Maintaining the privet and boxwood hedges in a semi-formal fashion (pruning once every 2 years minimum).
- D. Provide buffering to the adjacent neighbors as mutually agreed upon.

January 12, 1982

Title 20

PUBLIC WORKS, IMPROVEMENTS
AND PURCHASING

Subtitle III Contracting

Chapter 20.46

WOMEN'S AND MINORITY BUSINESS
UTILIZATION

Sections:

- 20.46.010 Short title.
- 20.46.020 Findings.
- 20.46.030 Declaration of policy.
- 20.46.040 Scope.
- 20.46.050 Definitions.
- 20.46.060 Powers and duties of Director of Department of Human Rights.
- 20.46.070 Utilization goals.
- 20.46.080 Utilization requirements—Generally.
- 20.46.090 Utilization requirements—Public works, consultant and other service contracts.
- 20.46.100 Utilization requirements—Purchasing contracts.
- 20.46.110 Utilization requirements—Lease, concession and other contracts.
- 20.46.120 Exceptions and waivers.
- 20.46.130 Monitoring, reporting and compliance.

Severability: The provisions of this chapter are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section or portion of this chapter, or the invalidity of the application thereof to any person or circumstances shall not affect the validity of the remainder of this chapter, or the validity of its application to other persons or circumstances.
(Ord. 109113 § 15, 1980.)

20.46.010 Short title.

This chapter shall be entitled the "Women's and Minority Business Utilization Ordinance" and may be cited as "the WMBE Ordinance."
(Ord. 109113 § 1, 1980.)

20.46.020 Findings.

Upon full consideration of all relevant facts, the City Council finds that:

- A. Past societal discrimination, the city's

overall contracting process, difficulties in the financing and bonding market, and problems obtaining credit and insurance, have had the effect of underutilization of women's business enterprises and minority business enterprises in contracts awarded by the city, and have contributed to the underdevelopment of such businesses;

B. As a result of this past discrimination against women's business enterprises and minority business enterprises, women and minorities have been deprived of numerous employment opportunities;

C. It is in the best interests of the city to promote the equitable utilization of women's business enterprises and minority business enterprises in city contracting; and

D. The requirements of this chapter are necessary to overcome the present effects of discrimination, and are designed to achieve the goal of equitable utilization of women's business enterprises and minority business enterprises, while at the same time maintaining a high quality of goods and services provided to the city through competitive bidding as required by state law and the City Charter.¹
(Ord. 109113 § 2, 1980.)

1. Editor's Note: The Charter is included at the beginning of this Code.

20.46.030 Declaration of policy.

It is the policy of the city to ensure the full and equitable participation by women's business enterprises and minority business enterprises in the provision of goods and services to the city on a contractual basis. The ultimate goal of this chapter is to increase the use of women's business enterprises and minority business enterprises above the present low level to a level more comparable to the representation of women and minorities in the population.
(Ord. 109113 § 3, 1980.)

20.46.040 Scope.

The provisions of this chapter shall apply to all contracts awarded by the city and services utilized by the city except as may be specifically exempted in this chapter, and shall be liberally construed for accomplishment of its policies and purposes.
(Ord. 109113 § 4, 1980.)

20.46.050 Definitions.

A. "Bidder" means any business which submits a bid or proposal to provide goods or services to the city.

B. "Combination women's and minority business enterprise" means a business for profit which is not owned and controlled by either women or minorities, but which is owned and controlled by a combination of women and minorities.

C. "Contract awarding authority" means the city officer, department, commission, employee, or board authorized to enter into contracts on behalf of the city.

D. "Director" means the Director of the Department of Human Rights.

E. "Minority," "minorities," or "minority person" means ethnic persons of color residing in the United States or its territories, including but not limited to American Indians, Asians (including, but not limited to, Chinese, Filipinos, Japanese, Koreans, Pacific Islanders and Samoans), Blacks, Hispanics, and Native Alaskans.

F. "Minority business enterprise" means a business for profit which is owned and controlled by one or more minority persons. For the purpose of this definition, the non-minority owner or owners of the minority business enterprise may not be the owner or operator, in whole or in part, of a business engaged in the same or similar type of business activity as the minority business enterprise.

G. "Owned and controlled" means for purposes of determining whether a business is a minority business enterprise, women's business enterprise or combination women's and minority business enterprise, that the minorities, women, or combination of both, as the context requires, shall possess:

1. Ownership of greater than fifty percent of the business; and
2. Control over management, interest in capital, and interest in profit or loss commensurate with the percentage of ownership on which the claim of status under this chapter is based; and
3. A real and continuing interest in the business.

H. "Person" includes one or more individuals, partnerships, associations, organizations, trade or professional associations, corporations, cooperatives, legal representatives, trustees, trustees in bankruptcy, receivers, or any group

of persons, including any official, agent or employee of the city.

I. "Subcontractor" means any business providing goods or services to a contractor for profit, if such goods or services are procured or used in fulfillment of the contractor's obligations arising from a contract with the city, but shall not include businesses providing goods to a contractor whose contract with the city is for the provision of materials, equipment or supplies.

J. "Women's business enterprise" means a business for profit which is owned and controlled by one or more women residing in the United States or its territories; provided that where the women's interest upon which the claim of women's business enterprise status is based on the community property of the woman and her spouse, only fifty percent of their community property interest will be considered the women's interest for purposes of determining women's business enterprise status. For the purpose of this definition of the male owner or owners in a women's business enterprise may not be the owner or operator, in whole or in part, of a business engaged in the same or similar type of business activity as the women's business enterprise.
(Ord. 109113 § 5, 1980.)

20.46.060 Powers and duties of Director of Department of Human Rights.

A. In addition to duties and powers given to the Director elsewhere, the Director shall:

1. Provide information and other assistance to women's business enterprises and minority business enterprises to increase their ability to effectively compete for the award of city contracts;
2. Assist city and community agencies to increase women's business enterprise and minority business enterprise participation on city contracts;
3. Adopt rules and regulations, consistent with this chapter and the Administrative Code of the City of Seattle (Ordinance 102228, as amended),¹ establishing standards and procedures for effectively carrying out this chapter;
4. Certify businesses as bona fide women's business enterprises and minority business enterprises and maintain a listing of such bona fide businesses for use by contract awarding authorities and contractors; and
5. Recommend to the Mayor appropriate goals for minority and women's business

enterprise utilization.

B. The requirements of this chapter are in addition to those imposed by the United States or the state as a condition of financial assistance or otherwise; therefore, the Director may authorize the substitution of such state or federal women's business enterprise and minority business enterprise requirements for the requirements of this chapter whenever such state or federal requirements are substantially the same as those of this chapter.

C. The Director may enter cooperative agreements with other government agencies concerned with increasing the utilization of women's or minority business enterprise in government contracting, subject to the approval of the legislative authority of the city.

D. In order to enhance the successful achievement of the policy and goals of this chapter with respect to women's business enterprises, the Office for Women's Rights shall:

1. Provide information and other assistance to women business enterprises to increase their ability to compete effectively for the award of city contracts;
2. Assist city and community agencies to increase women and business enterprise participation on city contracts;
3. Provide advice and assistance to HRD regarding the adoption of rules and regulations consistent with this ordinance and the Administrative Code of the City of Seattle (Ordinance 10,228, as amended)¹ establishing standards and procedures for effectively carrying out this chapter;
4. Develop educational programs and otherwise assist women business enterprises to compete effectively for city contracts;
5. Review the progress of departments and awarding authorities toward achievement of their annual goals for the utilization of women business enterprises;
6. Make recommendations to the Director of HRD, departments, and awarding authorities to further the policies and goals of this chapter; and
7. Recommend to the Mayor appropriate goals for women's business utilization. (Ord. 109113 § 6, 1980.)

1. Editor's Note: The Administrative Code is codified in Chapter 3.02 of this Code.

20.46.070 Utilization goals.

A. Except as provided in subsection C of this section, the Mayor, with the advice of the Director and contract awarding authorities, shall establish separate city-wide annual goals for the utilization of women's business enterprises and for the utilization of minority business enterprises. These goals shall be expressed in terms of a percentage of the total dollar value of all contracts to be awarded by the city, and may be established separately for categories of contracting such as public works, consultant, concession and purchasing contracts. Goals shall be reasonably achievable, and shall be based upon factors such as:

1. The level of participation of women's business enterprises and minority business enterprises on past contracts awarded by the city which have contained minority business enterprise requirements;
2. The level of participation of women's business enterprises and minority business enterprises on contracts awarded by other governmental agencies in the Seattle area which have utilized women's business enterprise and minority business enterprise requirements;
3. The availability of women's business enterprises and minority business enterprises which are capable of providing goods and services to the city; and
4. The degree to which such annual goals will contribute to the achievement of the ultimate goal as set forth in Section 20.46.030.

The city-wide annual goal shall be not less than fifteen percent for minority business enterprises and not less than three percent for women's business enterprises.

B. Except as provided in subsection C of this section, the Mayor, with the advice of the Director and each contract awarding authority, shall establish separate annual goals for utilization of women's business enterprises and minority business enterprises by that awarding authority; these goals shall be expressed as a percentage of the total dollar value of all contracts to be awarded by the contract awarding authority, and may be established separately by contract category; they shall equal or exceed the city-wide annual goals.

C. Because of the insufficiency of current information regarding the availability of women's business enterprises, and where necessary

to ensure, that goals for the utilization of such businesses are reasonably achievable, the Mayor, with the advice of the Office of Women's Rights and the Director, may study the availability of women's business enterprises for city contracting prior to establishing the utilization goals required by this section. Such goals shall be established in any event no later than one year following the effective date of the ordinance codified in this chapter.¹ (Ord. 109113 § 7, 1980.)

1. Editor's Note: Ord. 109113 became effective July 17, 1980.

**20.46.080 Utilization requirements—
Generally.**

A. Contract awarding authorities shall:

1. Make every effort to solicit bids and proposals from women's business enterprises and minority business enterprises;

2. To the maximum extent feasible and consistent with state law, arrange contracting by size and type of work to be performed to most effectively enhance the opportunity for participation by women's business enterprises and minority business enterprises;

3. When advisable, waive bid bonding requirements for and/or make advance payments to women's business enterprises and minority business enterprises whenever such waivers or advances are permitted by the Constitution and the laws of the state and are appropriate and necessary to achieve the declared policy of this chapter; and

4. Impose such sanctions or take such other actions as are designed to ensure compliance with the provisions of this chapter, which shall include, but are not limited to:

- a. Refusal to award a contract,
- b. Suspension of a contract,
- c. Withholding of funds,

d. Rescission of a contract based upon a material breach of a contract provisions pertaining to women's business enterprise and minority business enterprise utilization,

3. Disqualification of a bidder, contractor, subcontractor, or other business from eligibility for providing goods or services to the city for a period not to exceed two years; no contract shall be awarded to any person or business which is disqualified from doing business with the city under the provisions of this chapter or Ordinance 101432,¹ nor shall any contract be awarded to any person or business which is disqualified from doing business

with any governmental agency based on failure to comply with women's or minority business or contract compliance requirements which are substantially the same as those of this chapter or Ordinance 101432.¹

B. In addition to such other requirements as may be set forth elsewhere, the following shall apply to all contracts awarded by the city:

1. Bid conditions, requests for proposals and all other specifications for contracts awarded by the city shall require that where subcontracting is utilized in performing the contract, the bidder or proposer, prior to the submission of bids or proposals, must make every effort to subcontract to or purchase from women's business enterprises and minority business enterprises. Such specifications shall require the bidder to keep records of such efforts adequate to permit a determination of compliance with the specifications;

2. Contracts shall incorporate by reference this chapter and shall provide that the failure of any bidder, contractor or subcontractor to comply with any of its requirements shall be a material breach of contract;

3. Contracts shall require that during the term of the contract, the contractor shall:

a. Fulfill the women's business enterprise and minority business enterprise participation commitments submitted with their bid or proposal,

b. Continue to make every effort to utilize women's business enterprises and minority business enterprises, and

c. Require that their subcontractors make every effort to utilize women's business enterprises and minority business enterprises,

d. Maintain records reasonably necessary for monitoring their compliance with the provisions of this chapter;

4. As required by RCW 35.22.650, and in addition to the requirements of this chapter, the following clause shall be contained in all public works contracts exceeding the sum of Ten Thousand Dollars (\$10,000.00), or Fifteen Thousand Dollars (\$15,000.00) for construction of water mains:

Contractor agrees that he shall actively solicit the employment of minority group members. Contractor further agrees that he shall actively solicit bids for the subcontracting of goods or services from qualified minority businesses. Contractor shall furnish evidence of his compliance with these requirements of minority

20.46.080 PUBLIC WORKS, IMPROVEMENTS AND PURCHASING

employment and solicitation. Contractor further agrees to consider the grant of subcontracts to said minority bidders on the basis of substantially equal proposals in the light most favorable to said minority businesses. The contractor shall be required to submit evidence of compliance with this section as part of the bid. As used in this clause, the term "minority business" means a business at least fifty-one percent of which is owned by minority group members. Minority group members include, but are not limited to, blacks, women, native Americans, Orientals, Eskimos, Aleuts, and Spanish Americans.

5. Whenever contract supplements, amendments or change orders are made which increase the total dollar value of the contract by more than ten percent of the dollar value of the original contract, the contractor shall comply with those provisions of this chapter which applied to the original contract with respect to the supplement, amendment or change order;

6. All contracts or other agreements between the city and other governmental or quasi-governmental agencies, or public corporations, whereby such agencies receive money from or through the city for the purpose of contracting with businesses to perform public improvements shall require such agencies to comply with the provisions of this chapter in awarding and administering such contracts.

C. For the purpose of determining women's and minority business enterprise participation:

1. Contracts or subcontracts awarded to joint ventures in which one or more women's business enterprises or minority business enterprises are combined with one or more businesses which are not women's or minority business enterprises shall be deemed to be awarded to women's or minority business enterprises only to the extent of the women's or minority business' participation in the joint venture;

2. One-half the dollar value of any contracts or subcontracts awarded to partnerships in which a woman is a fifty percent partner with a non-minority male not her husband, or in which a minority is a fifty percent partner with a non-minority, shall be deemed to be awarded to a women's business enterprise or minority business enterprise; and

3. Contracts or subcontracts awarded to combination women's and minority business enterprises shall be deemed to be awarded to a

women's business enterprise to the extent of women's ownership and to a minority business enterprise to the extent of minority ownership.

D. To the extent permissible under applicable law, and where a contract awarding authority does not appear able to achieve its utilization goals by another available alternative, then a contract awarding authority may limit competition for certain negotiated contracts to women's business enterprises or minority business enterprises, or both.
(Ord. 109113 § 8, 1980.)

1. Editor's Note: Ord. 101432 is codified in Chapter 20.44 of this Code.

20.46.090 Utilization requirements—Public works, consultant and other service contracts.

A. For all contracts for public works and contracts for consultant or other services, the estimated cost of which exceeds Five Thousand Dollars (\$5,000.00), the contract awarding authority shall furnish the Director with an informational copy of all bid conditions and requests for proposals, if any, along with a statement identifying all funds provided by any other governmental agency which will be used in payment of the contract, prior to solicitation of bids or proposals, and the Director may make recommendations to the contract awarding authority with respect to provisions pertaining to women's business enterprise and minority business enterprise utilization.

B. Contracts for public works the estimated cost of which exceeds Ten Thousand Dollars (\$10,000.00), and contracts for consultant or other services the estimated cost of which exceeds Fifteen Thousand Dollars (\$15,000.00), shall be awarded and administered in accordance with the following standards and procedures:

1. In addition to the requirements set forth in subsection B of Section 20.46.080 and elsewhere bid conditions and requests for proposals shall require bidders and proposers to include in their bid or proposal both minority business enterprise and women's business enterprise participation in the contract in a percentage which equals or exceeds the awarding authority's annual goals. Except as provided in subsection C of Section 20.46.070 and subsection B2 of this section, bids or proposals not including both minority business enterprise

and women business enterprise participation in an amount which equals or exceeds that required by the bid conditions or request for proposals shall be declared nonresponsive.

a. Bids and proposals shall identify the particular minority business enterprises and women's business enterprises to be utilized in performing the contract, specifying for each the dollar value of the participation, the type of work to be performed and such information as may reasonably be required to determine the responsiveness of the bid or proposal.

b. During the term of the contract any failure to comply with the levels of minority business enterprise or women's business enterprise participation identified in the bid or proposal shall be considered a material breach of contract.

2. A contract awarding authority or a department may request the Director to waive the set aside requirements of this subsection, or to reduce the amount of the set aside, for either or both minority business enterprises or women business enterprises, by submitting the reasons therefor in writing to the Director prior to solicitation of bids or proposals.

a. The Director may grant such a waiver or reduction upon determination that:

i. The reasonable and necessary requirements of the contract render subcontracting or other participation of businesses other than the bidder or proposer infeasible, or

ii. Sufficient qualified minority and women's business enterprises capable of providing the goods or services required by the contract, are unavailable in the market area of the project, despite every feasible attempt to locate appropriate minority and women's business enterprises.

b. Only the requirements of subsection B1 of this section are waived by a waiver under this paragraph.

c. Any reductions in set aside amount granted by the Director shall specify the amount to which the set aside has been reduced.

d. Whenever the Director denies a request to waive or reduce a set aside, the contract awarding authority may appeal that denial to the Mayor, whose decision on the request shall be final.

C. All bid conditions and requests for proposals for consultant and other service contracts the value of which does not exceed Fifteen Thousand Dollars (\$15,000.00), shall

require bidders and proposers to make every effort to utilize women's business enterprises and minority business enterprises as subcontractors and suppliers. All bids and proposals shall identify projected women's business enterprise and minority business enterprise participation, and the efforts made to utilize women's business enterprises and minority business enterprises.

D. For all consultant and other service contracts the value of which exceeds One Thousand Dollars, (\$1,000.00), the contract awarding authority shall solicit proposals from qualified minority and women's business enterprises. The contract awarding authority shall notify the Director prior to solicitation of bids or proposals whenever such qualified businesses cannot be identified, unless the Director has waived such notification requirement based on the known unavailability of such businesses. The Director shall attempt to identify such businesses, and if successful, shall notify the awarding authority, who shall provide such women's business enterprise or minority business enterprise every practical opportunity to submit bids or proposals.

E. All consultant selection panels and the Seattle Design Commission shall give appropriate consideration to the utilization goals of the contract awarding authority in evaluating, recommending and selecting contractors. The Director may assist such panels and the Design Commission in evaluating the impact of their recommendation or selection on achievement of the contract awarding authority's utilization goals.

(Ord. 109113 § 9, 1980.)

20.46.100 Utilization requirements— Purchasing contracts.

All contracts awarded by the Purchasing Agent for the purchase of materials, equipment, supplies or services, the estimated cost of which equals or exceeds One Thousand Dollars (\$1,000.00), shall be awarded and administered in accordance with the following standards and procedures:

The Purchasing Agent shall solicit bids from women's business enterprises and minority business enterprises qualified to supply the required materials, equipment, supplies or services. The Director shall provide the Purchasing Agent with a list of women's business enterprises and minority business enterprises

20.46.100 PUBLIC WORKS, IMPROVEMENTS AND PURCHASING

qualified to provide each of those commodities which the Purchasing Agent indicates are required by the city. The Purchasing Agent shall notify the Director prior to solicitation of bids whenever no such qualified businesses are available, unless the Director waives such notification based on the known unavailability of such qualified businesses to perform a particular contract. The Director shall attempt to identify such qualified businesses, and if successful, shall notify the Purchasing Agent of their availability; the Purchasing Agent shall provide such women's business enterprises and minority business enterprises every practical opportunity to submit bids.

(Ord. 109113 § 10, 1980.)

20.46.110 Utilization requirements--Lease concession and other contracts.

All leases in which the city is the lessee and all contracts for concessions shall be awarded and administered in accordance with the following standards and procedures:

A. City departments shall solicit proposals from women's business enterprises and minority business enterprises qualified to enter into leases or concession contracts. Whenever a department, after investigation, determines that no such qualified enterprises are available, the Director shall be so notified prior to signing of the lease or award of the concession contract, unless the Director waives such notification based on the known unavailability of such qualified businesses to perform a particular contract. The Director may attempt to identify such qualified businesses, and if successful, shall notify the contract awarding authority of their availability. The contract awarding authority shall provide such women's business enterprises and minority business enterprises every practical opportunity to submit bids or proposals.

B. All requests for concession proposals shall require concessionaires to make every good faith effort to utilize women's business enterprises and minority business enterprises as subcontractors if subcontractors are used. Concession proposers shall be required to submit their projected utilization of women's business enterprises and minority business enterprises along with a description of the efforts made to utilize such businesses.

C. All city departments, commissions, boards, officers and employees, in the deposit

of city funds and performance of their other official duties, shall make every good faith effort to equitably utilize the services of women's business enterprises and minority business enterprises. Such services shall include, but are not limited to, the financial services of banks, savings and loan companies and other commercial financial institutions, arrangement of travel and accommodations when traveling on official city business, and legal services to city departments, commissions and boards shall submit to the Director on an annual basis a written report on the efforts made pursuant to this subsection. The City Treasurer, City Comptroller and Retirement Board shall report annually to the Mayor on their utilization of financial institutions which are women's business enterprises and minority business enterprises.

(Ord. 109113 § 11, 1980.)

20.46.120 Exceptions and waivers.

A. A contract awarding authority may waive the utilization requirements of this chapter except for those of subsection B of Section 20.46.090, for a specific contract under the following circumstances:

1. Whenever the contract awarding authority finds with the advice of the Director that needed goods or services are available only from a sole source, and the prospective contractor is not currently disqualified from doing business with the city under the provisions of subsection B5 of Section 20.46.080, Ordinance 101432,¹ or from doing business with any governmental agency based on a failure to comply with women's or minority business enterprise or contract compliance requirements; or

2. If the contract awarding authority certifies in writing to the Director prior to contract award:

a. That an emergency exists which requires goods or services to be provided with such immediacy that they are unable to comply with the requirements of this chapter, and

b. That the prospective contractor is a women's business enterprise or minority business enterprise, or if not, that the prospective contractor will make every good faith effort to subcontract to women's business enterprises and/or minority business enterprises should subcontracting be utilized;

3. If the contract awarding authority

certifies in writing to the Director that the contract is necessary to respond to an emergency which endangers the public health or safety; provided that such certification shall be made within seven days after the contract award.

B. The Mayor may waive the utilization requirements of this chapter whenever he or she finds that compliance with the requirements of this chapter would impose an unwarranted economic burden or risk on the city when compared to the degree to which the purpose and policy of this chapter would be furthered by requiring compliance.

C. The requirements of this chapter shall not apply to contracts with private, nonprofit organizations for the delivery of social services. (Ord. 109113 § 12, 1980.)

1. Editor's Note: Ord. 101432 is codified in Chapter 20.44 of this Code.

20.46.130 Monitoring, reporting and compliance.

A. The Director shall monitor compliance with these requirements during the term of the contract. If the Director determines that there is cause to believe that a contractor or subcontractor has failed to comply with any of the requirements of this chapter, rules and regulations adopted pursuant to this chapter, or contract provisions pertaining to women's business enterprise or minority business enterprise utilization, the Director shall so notify the contract awarding authority and the contractor. The Director shall attempt to resolve the noncompliance through conciliation. If the noncompliance cannot be resolved, the Director shall submit to the contract awarding authority and the contractor a written finding of noncompliance. The contracting authority shall give the contractor an opportunity to be heard, and if the contract awarding authority concurs with the finding of the Director, it shall impose such sanctions or take such other action as will effectuate the purposes of this chapter.

B. Whenever the Director finds after investigation that a contract awarding authority has failed to comply with the provisions of this chapter, a written finding specifying the nature of the noncompliance shall be transmitted to the contract awarding authority; and

The Director shall attempt to resolve any noncompliance through conference and concilia-

tion. Should such attempt fail to resolve the noncompliance, the Director shall transmit a copy of the finding of noncompliance along with a finding that conciliation was attempted and failed to the Mayor who shall take appropriate action to secure compliance.

C. The Director may require such reports, information, and documentation from contractors, bidders, contract awarding authorities, and the head of any department, division, or office of the city, as are reasonably necessary to determine compliance with the requirements.

D. In addition to the requirements set forth in subsection C of this section, awarding authorities shall maintain accurate records for each contract awarded, its dollar value, the nature of the goods or services to be provided, the name of the contractor awarded the contract, the efforts it employed to solicit bids from and award the contract to women's business enterprises and minority business enterprises, and all subcontracts awarded by the contractor, identifying for each its dollar value, the nature of the goods or services provided, and the name of the subcontractor.

E. The Director shall submit an annual report to the Mayor and the City Council on the progress of the city toward the utilization goals established by Section 20.46.070, together with an identification of problems and specific recommendations for improving the city's performance.

(Ord. 109113 § 13, 1980.)

Chapter 20.48

PUBLIC WORKS CONTRACTS—FINANCIAL REQUIREMENTS

Sections:

20.48.070 Daily administrative charges.

20.48.070 Daily administrative charges.

There is imposed a charge of Thirteen Dollars (\$13.00) per day from date of execution to date of acceptance of the work as to each and every public works contract administered by the Board of Public Works with the exception of contracts for consulting services, other service contracts, and tree or plant establishment portions of landscaping contracts. Such charge shall be computed by the Executive Secretary of the



Historic Seattle

Preservation and Development Authority

207 1/2 First Avenue South Seattle, Washington 98104 (206) 622-6952

RECEIVED

JAN 4 1984

DMB

January 3, 1984

Linda Gorton
P.D.A. Coordinator
300 Municipal Building
Seattle, Washington 98104

Dear Linda:

Please find enclosed a signed copy of the Supplemental Site Agreement for the Good Shepherd Center.

Yours truly,

Lawson A. Elliott
Executive Director

LAE:ch

City of Seattle

Executive Department-Office of Management and Budget

Gary Zarker, Director
Charles Royer, Mayor

March 21, 1984



The Honorable Douglas Jewett
City Attorney
City of Seattle

Dear Mr. Jewett:

The Mayor is proposing to the City Council that the enclosed legislation be adopted.

REQUESTING
DEPARTMENT: Parks and Recreation

SUBJECT: An ordinance adopting a comprehensive site development plan for the Good Shepherd Center site; providing for a supplemental agreement with the Historic Seattle Preservation and Development Authority and with the Seattle Tilth Association to carry out the plan and the transfer of property rights appropriate thereto; and designating the Superintendent of Parks and Recreation as the City's representative to administer the agreements.

Pursuant to the City Council's S.O.F. 100-014, the Executive Department is forwarding this request for legislation directly to your office for review and drafting.

After reviewing this request and drafting appropriate legislation:

- (X) File the legislation with the City Clerk for formal introduction to the City Council as an Executive Request.
- () Do not file with City Council but return the proposed legislation to OMB for our review. Return to _____.

Sincerely,

Charles Royer
Mayor

By
Gary Zarker
GARY ZARKER
Budget Director

GZ/lg/bb

Enclosure

cc: Superintendent, Parks Department

EXHIBIT 2

SUPPLEMENTAL AGREEMENT FOR
THE GOOD SHEPHERD CENTER SITE

This Supplemental Agreement is made between THE CITY OF SEATTLE ("the City") and THE HISTORIC SEATTLE PRESERVATION AND DEVELOPMENT AUTHORITY ("Historic Seattle") to carry out the Comprehensive Site Development Plan contemplated by Ordinance 105956 and approved by ordinance.

I. PREMISES

The City grants to Historic Seattle, and Historic Seattle accepts, the use and management of the property outlined in red on the map attached as Exhibit "A," (called the "Premises") in accord with and subject to the terms and conditions of this Supplemental Agreement. The Premises are part of a larger site, which is described as follows:

The West 3/4 of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 8, Township 25 North, Range 4 East, W.M.; EXCEPT those portions deeded to the City of Seattle for street purposes by deed recorded under Auditor's File No. 453172; and EXCEPT that portion lying within HOPE ADDITION, as per plat recorded in Volume 26 of Plats, Page 10, records of King County, Washington,

The Premises are described as follows:

Beginning at the N.W. Corner of the S.W. 1/4 of the S.W. 1/4 of Section 8, Township 35 North, Range 4 East, W.M.;
thence S. 89°37'15" E, 772.61 feet along the monument line of North 50th Street to the intersection of North 50th Street and Sunnyside Avenue North;
thence S. 24°01'05" E, 73.00 feet on the centerline of Sunnyside Avenue North;
thence S. 65°58'55" W, 33.00 feet to the west margin of Sunnyside Avenue North and the True Point of Beginning;
thence S. 65°58'55" W, 46.43 feet;
thence N. 89°56'32" W, 165.77 feet;
thence S. 00°12'25" W, 83.02 feet;
thence N. 89°37'15" W, 14.00 feet;
thence S. 00°12'25" W, 10.00 feet;
thence N. 89°37'15" W, 77.23 feet;
thence S. 00°12'25" W, 176.86 feet;
thence S. 89°49'49" E, 45.00 feet;
thence S. 00°12'25" W, 13.50 feet;
thence S. 89°40'49" E, 73.15 feet;
thence S. 00°12'25" W, 138.19 feet;
thence N. 89°40'49" W, 23.00 feet;
thence S. 00°12'25" W, 4.00 feet;
thence N. 89°40'49" W, 78.29 feet;
thence S. 00°12'25" W, 139.32 feet;
thence S. 89°40'49" E, 104.96 feet to the intersection with the centerline of Corliss Avenue North;
thence continuing S. 89°40'49" E, 260.72 feet along the south boundary of the above described tract, to the southeast corner of said tract;
thence N. 00°12'25" E, 411.04 feet;
thence N. 24°01'05" W, 190.54 feet to the True Point of Beginning.

Excepting therefrom the following:

The Main Building, the Gym/Boiler Building, the North Addition, including the attached garage; together with such ground, appurtenant and ancillary rights as are required for their use and operation, all as more particularly described in that certain conveyance, site development and property use agreement recorded under King County Auditor's Recording Number 7705260836 and authorized by Ordinance 105956, dated November 8, 1976.

That certain existing paved driveway and service area between Corliss Avenue North and the Gym/Boiler Building (outlined in purple on the map attached as Exhibit "A") shall be used in common with the Tilth Association, and the City should it resume possession of the area shown in blue on the exhibit. The rights granted to the Tilth Association to use the Corliss Avenue North entrance and the service area are supplemental to the rights granted to Historic Seattle.

II. TERM

This Supplemental Agreement and the use and management rights and powers conferred in Section I shall take effect immediately upon its execution by the City and shall endure for the term Historic Seattle is granted rights and occupancy for the buildings and appurtenances on the site for use as a self-sustaining, multi-purpose community center by the Conveyance, Site Development and Property Use Agreement, dated November 17, 1976, between the parties and recorded under King County Department of Records and Elections Receiving Number 7705260836 (called "the Conveyance Agreement") or twenty-five (25) years, whichever is greater.

III. CONSIDERATION

In consideration of the rights and authority conferred, Historic Seattle shall do the following:

- A. Historic Seattle shall use and maintain the Premises as contemplated by and to carry out the Comprehensive Site Development Plan, to enhance the public use and enjoyment of the site, and to complement the use of the adjoining Meridian Playground. The Comprehensive Site Development Plan consists of the map attached as Exhibit "A," the narrative attached as Exhibit "I," and the Landscape Management Goals and Policies attached as Exhibit "B," and is made a part of this Supplemental Agreement. On the Plan, trees are marked; shrubbery and pathways are shown, and open areas, unless indicated otherwise, are for grass and lawn purposes.

- B. Historic Seattle shall maintain the portion of the Premises shaded in green on the map attached as Exhibit "A" in a pleasant, park-like setting with lawn, shrubbery and trees, and the area in orange as a formal garden, each open to public access during daylight hours. Special maintenance standards are more fully set out in Section V and Exhibit "B."
- C. Historic Seattle will apply for City funds to establish an accessway with stairs and walkway between the Meridian Playground and the parking provided at the southeasterly corner of the Premises, more particularly located between the area designated "Formal Lawn" and that entitled "Primary Parking" on the map attached as Exhibit "A" and shaded in yellow, upon receipt of the funds, establish the same, and release to the City a right for the public to use the same in common with employees, tenants, and guests and licensees of and invitees to the community center. Construction dates and special terms and conditions are more fully set out in Section VI.
- D. Historic Seattle shall develop and maintain those areas designated for off-street parking facilities on the map attached as Exhibit "A" and shaded in light brown. The parking shall serve the playground, community center, and the demonstration project in urban agriculture; surfacing shall be completed as contemplated by Section VII.
- E. Historic Seattle shall cooperate with the Tilth Association in its use of the area outlined in blue for a demonstration project in urban agriculture and solar green house, by sharing access over the existing paved driveway and service area connecting to Corliss Avenue North (outlined in purple on Exhibit "A"), sharing staff parking privileges, and providing utility access at the eastern edge of the area used by the Tilth Association.

All of the foregoing shall be accomplished as more fully described in the Standards of Performance, Sections IV through VII, inclusive.

IV. STANDARDS OF PERFORMANCE: OVERALL PLAN

The Premises may be used only in a manner consistent with, and for the purpose of implementing, the Comprehensive Site Development Plan (Exhibits 1, A, and B).

No building or structure may be built, no sign or advertisement may be placed, no vending machines may be installed, no permanent change (such as the removal of any tree, laying paving or hard surfacing or installing fencing) may be made and no commercial enterprise may take place upon the Premises without prior, written approval of the Superintendent of Parks and Recreation ("the Superintendent"), provided that maintenance actions that are consistent with the plan shall not require the consent of the Superintendent.

The public shall have the right during daylight hours to visit and enjoy the Premises. Historic Seattle may establish reasonable rules governing the conduct of the public on the Premises, but such rules shall not take effect until approved in writing by the Superintendent.

No food or beverage shall be sold and no license or concession privilege to sell or serve any food or beverage on the Premises shall be granted without the prior, written approval of the Superintendent. Historic Seattle may authorize a tenant of the community center or a community organization, on a casual basis, from time to time, to conduct bake sales and other non-commercial fundraising activities, with personnel in attendance, on the grounds maintained by Historic Seattle.

The Premises shall be maintained in a reasonably safe, neat, clean, and sanitary condition, free from hazards that may cause injury. Snow, ice, and leaves shall be cleared from pathways on the Premises and sidewalks abutting the Premises, and tree limbs that might injure users of the Premises or abutting owners shall be removed.

V. GROUNDS AND GARDENS

Historic Seattle shall maintain the grounds shaded in green on the map attached as Exhibit "A" in a condition at least equal to the adjacent Meridian Playground, including but not limited to weeding, fertilizing, and watering lawns, pruning and trimming trees, both for appearance and to avoid hazards, providing satisfactory drainage, replanting or replacing damaged turf, and controlling pests and plant diseases. The larger site shall appear to be part of a coordinated whole, rather than segmented parts; and the public shall be allowed to pass unimpeded from the Meridian Playground to the Premises without a noticeable deterioration in the care or quality of the grounds, shrubs, or trees.

Historic Seattle shall maintain the formal gardens shown in orange on the map attached as Exhibit "A" in the approximate layout shown, taking care to preserve the existing ornamental trees. The plantings shall contain floral and ornamental bushes or shrubs as begetting an estate enclosed by a hedge during the era when the Good Shepherd Center building was constructed, with entranceways as shown and as described in Exhibit "1."

Historic Seattle shall remove or relocate on the Premises the chain link fence on the Meridian Playground northerly of the North Addition of the Good Shepherd Community Center at the earliest possible time. Because a current building tenant operates a day care center and needs to have an enclosed outdoor area in which the children can play, the fence need not be torn down until June 1, 1987. Historic Seattle may replace the fence with a hedge no more than four feet in height to be located on the Premises, enclosing the sculpture and special design gardens and the children's play area, as shown on the map attached as Exhibit "A." If necessary for the safety and protection of pre-school children resulting from the tenancy of a pre-school or day care center in the adjacent building area, the existing fence may be relocated or a new fence may be constructed around the play area only. If the fence is relocated or a new fence constructed it will only remain during the tenancy described above.

Historic Seattle, shall construct a pedestrian walkway across the Premises to connect the playground circle (at the entranceway to the horseshoe-shaped driveway as shown on the map attached as Exhibit "A" and colored in grey) and the entranceway at N.E. 50th Street and 50th Avenue North. Historic Seattle will make a reasonable, good faith effort to complete the pathway within one year of the City's completion of the N.E. 50th entrance. The walkway shall be compatible with the park walkway.

VI. STANDARDS OF PERFORMANCE: ACCESSWAY

Historic Seattle, will apply for funds from the City to complete the construction of the accessway shown in yellow on the map attached as Exhibit "A." The accessway shall not be less than six feet in width at its narrowest point, contain a pathway with a solid surface, and conform to the Rules and Regulations Setting Barrier Free Design Standards (currently Washington Administrative Code Chapter 51-10). It

shall be open during daylight hours, and, if the Superintendent of Parks and Recreation so requests in order to accommodate a special evening event in the formal garden, summerhouse, or bandstand, until one-half hour after the event terminates. The accessway shall be illuminated at dusk until one-half hour after sunset, and in the evenings when open.

The public shall be encouraged by sign and/or barriers to use the accessway in walking from the southeasterly parking area to Meridian Playground and to the demonstration project in urban agriculture and solar greenhouse rather than traveling by way of the south boundary of the Premises through the service area to Corliss Avenue North.

VII. STANDARDS OF PERFORMANCE: OFF-STREET PARKING

- A. Primary Parking Area. Currently, Historic Seattle has developed and uses floors one, two, and part of three of the Center. By the time the certificate of occupancy is granted for the next 10,000 square feet, Historic Seattle shall complete development of the "Primary Parking" area at the southeasterly corner of the Premises, suitable for 92 cars, together with the connecting roadway to the horseshoe-shaped entry drive, the pedestrian walkway and loading area, and area lighting. The lot shall be leveled, with adequate drainage; paved, asphalted, bricked, or otherwise covered with a permanent surface; and marked with stalls. Those trees shown on Exhibit "A" shall be preserved; and hedges and ornamental plantings shall be added to create an attractive, landscaped appearance. Screening shall be added, particularly along the south boundary of the Premises to reduce car headlight glare and cross-traffic. By June of 1984, Historic Seattle will grade the parking lot and make such other improvements as are necessary to make it a desirable place to park. Historic Seattle will maintain the parking lot in this manner until such time as a permanent surface is installed. The City of Seattle will give whatever assistance it can if Historic Seattle seeks grant funds to complete the development of the parking prior to the time the next full floor of the Good Shepherd Center is finished. Plans for all work shall be submitted to the Superintendent of Parks and Recreation ("the Superintendent") and the work shall be done according to plans as approved by the Superintendent.

ORD.# 111865

35MM

N 50th STREET

Greeting

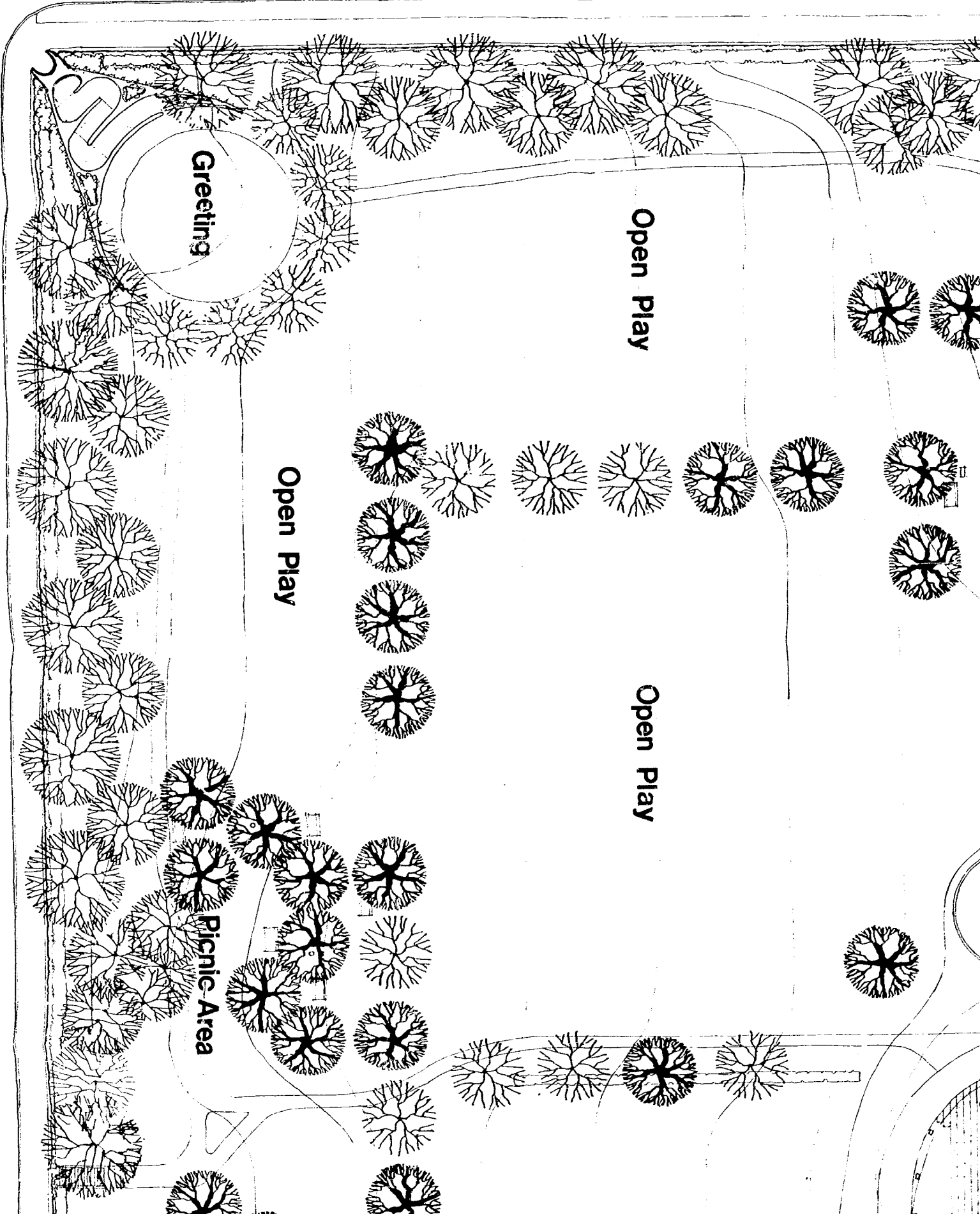
Open Play

Open Play

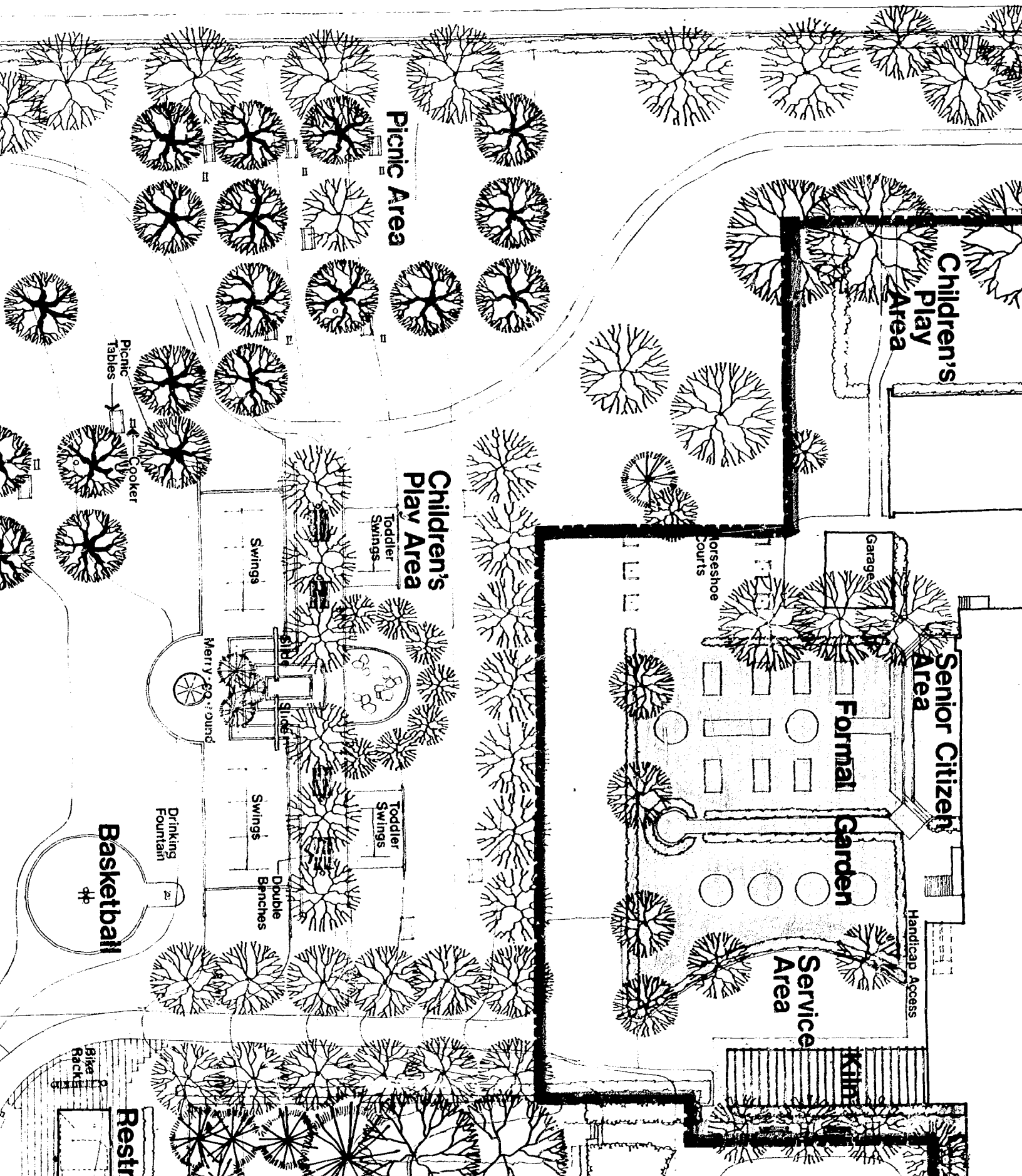
Open Play

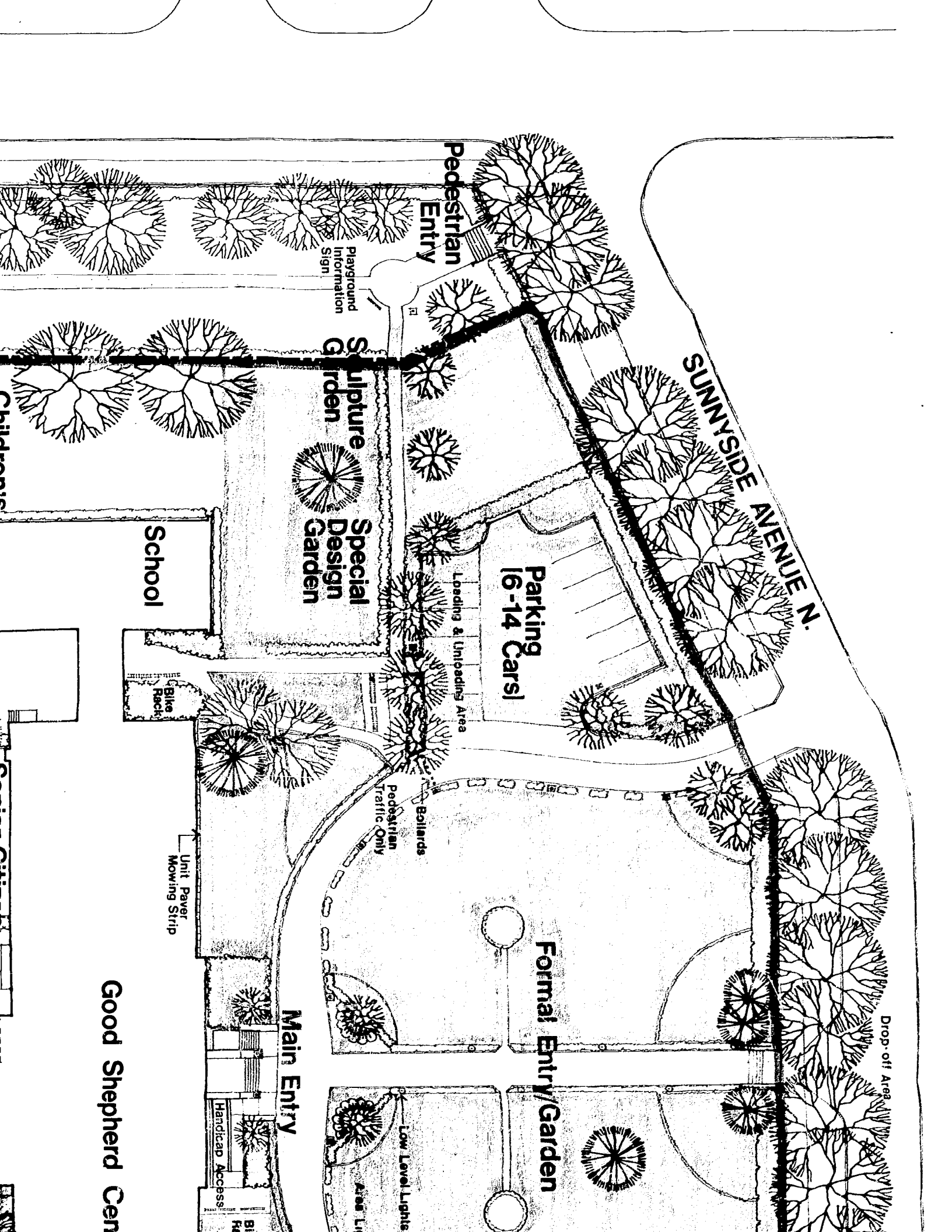
Picnic Area

Meridian



N 50th STREET





SUNNYSIDE AVENUE N.

Parking
[6-14 Cars]

Formal Entry/Garden

Pedestrian
Entry

Sculpture
Garden

Special
Design
Garden

School

Main Entry

Good Shepherd Cen

Drop-off Area

Loading & Unloading Area

Bollards
Pedestrian
Traffic Only

Unit Paver
Mowing Strip

Handicap Access

Low Level Lights

Area Lights

Playground
Information
Sign

ood Shepherd Center

Main Entry

al Entry/Garden

Drop-off Area

Handicap Access

Blue Rack

Low Level Lights

Area Lights

Pedestrian Traffic Only

Bollards

Drop Off

Primary Parking
(92 Cars)

Area Lights

Handicap Parking
(3 Cars)

Good Shepherd
Center

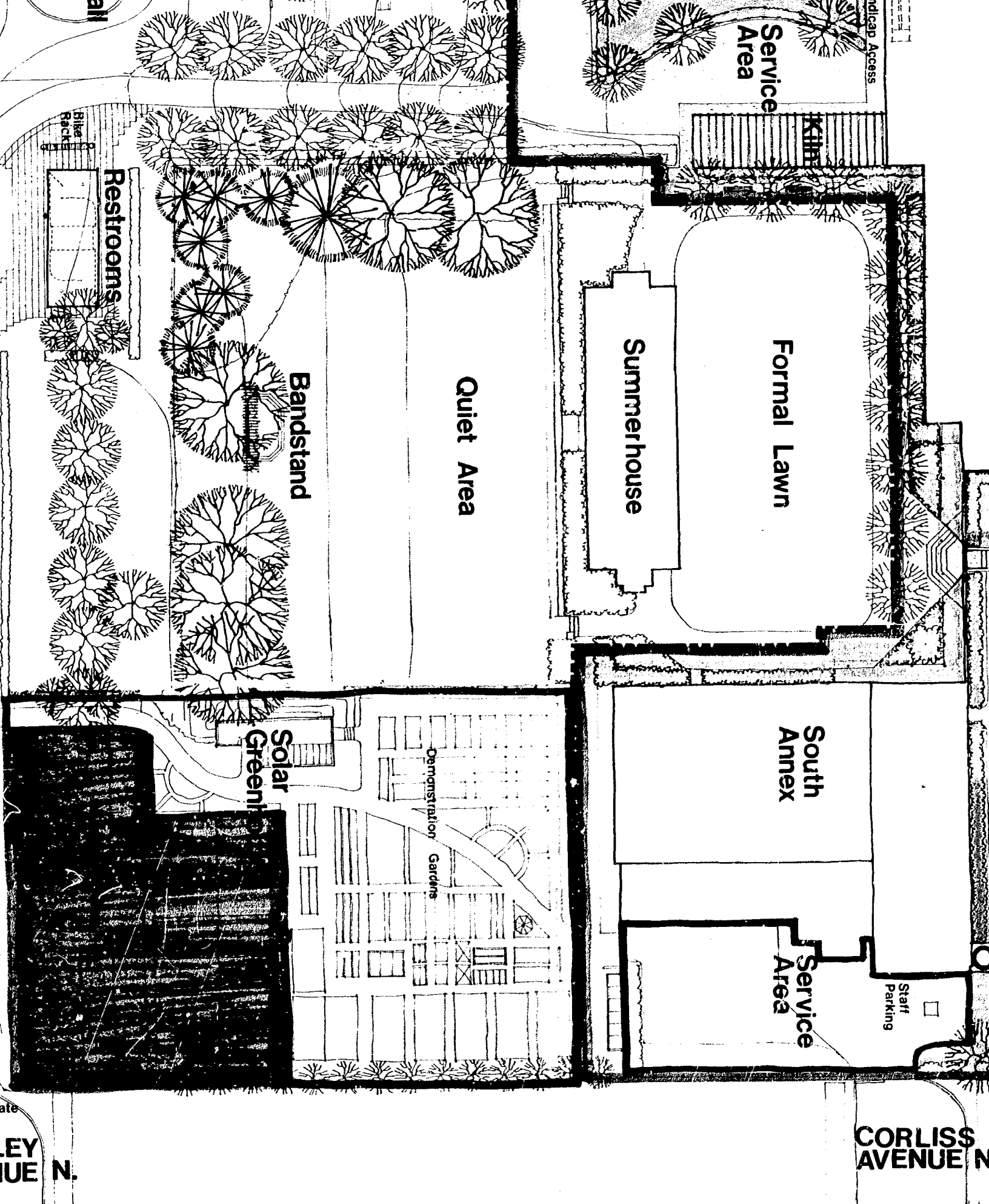


Feb. 7 1979
Revised July 6 1981
Dec. 1981



Thomas L. Berger & Associates

SS
JE N.



Service Area

Public Access

KITCHEN

W.C.

Formal Lawn

Summerhouse

Quiet Area

Bandstand

Restrooms

Bike Rack

Solar Greenhouse

Demonstration Gardens

South Annex

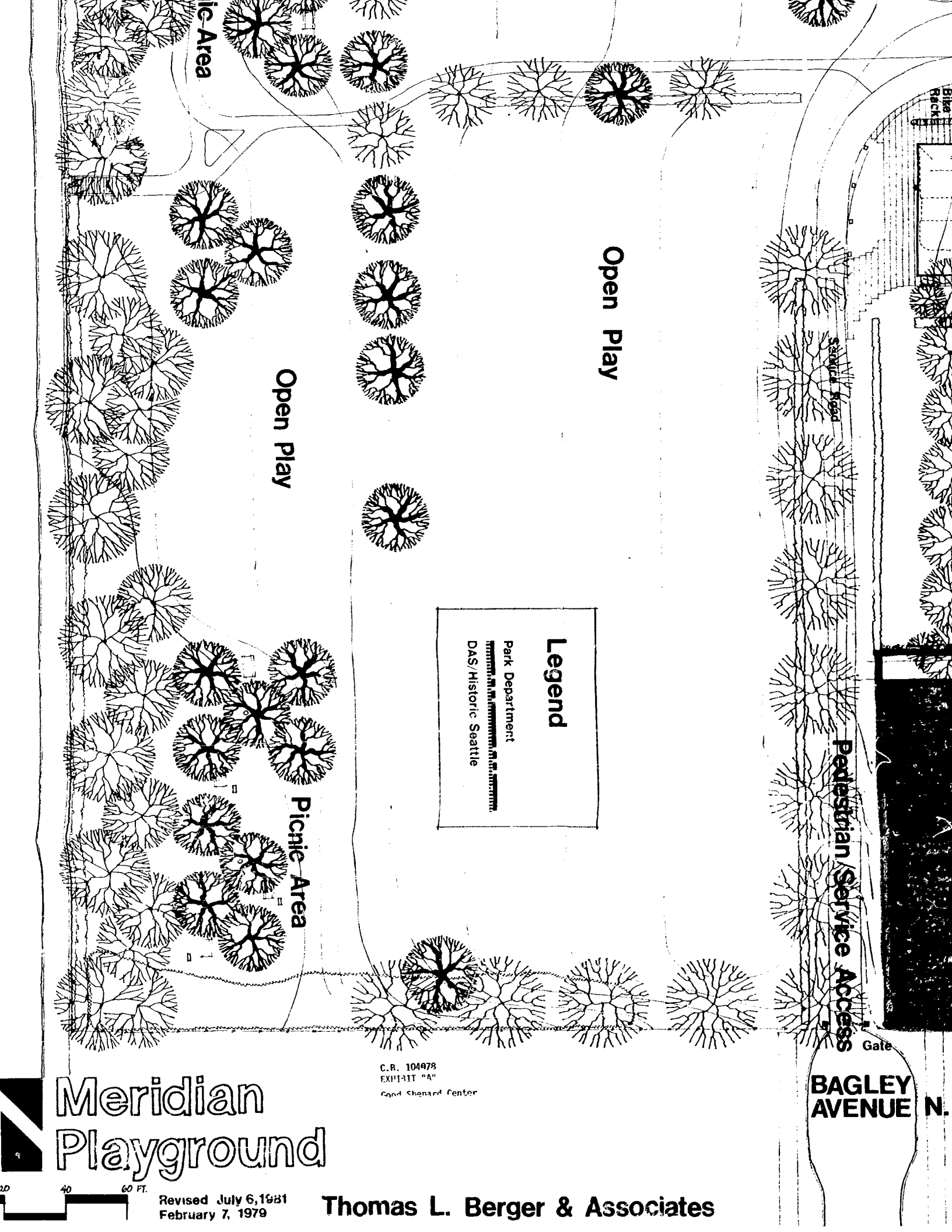
Service Area

Staff Parking

CORLISS AVENUE N.

KEY LANE N.





Picnic Area

Open Play

Open Play

Picnic Area

Legend

Park Department
DAS/Historic Seattle

Service Road

Pedestrian Service Access

Gate

BAGLEY AVENUE N.

C.R. 104978
EXHIBIT "A"
and Shepard Center

Meridian Playground

Revised July 6, 1981
February 7, 1979

Thomas L. Berger & Associates



3. Plans. In addition to obtaining all other permits or approvals required by ordinance, all construction work shall be done according to plans approved by the Superintendent of Parks and Recreation. The plans shall show the layout of parking stalls, among other data, and carry out the Comprehensive Site Development Plan.

C. Handicapped Parking. Spaces for at least three cars shall be reserved for handicapped parking in the Primary Parking area in the approximate area shown on the map attached as Exhibit "A." A vehicle with a decal or other insignia issued by the State of Washington pursuant to RCW 46.16.380 or RCW 46.61.580 qualifies for parking in those designated areas. Historic Seattle shall enforce this reservation to prevent parking by vehicles without such decals or that do not otherwise appear to be used by an individual eligible for such parking privileges.

No vehicle with a decal or other insignia issued by the State of Washington pursuant to RCW 46.16.380 or RCW 46.61.580 shall be towed from any parking space in any off-street parking area unless the owner or operator consents, authorizes it, or the vehicle has remained in place for more than twenty-four (24) hours.

D. Northeasterly Parking Area. No parking or loading and unloading shall be allowed in the northeasterly segment of the Premises located northerly of the horseshoe-shaped driveway and "formal-entry/garden," designated on the map attached as Exhibit "A" as "parking 6-14 cars," unless and until the area is developed as a parking area, with adequate drainage; paved, asphalted, bricked or otherwise covered with a permanent surface; lighted; marked with stalls; and hard-surface connections made to the horseshoe-shaped driveway. In addition to submissions required by ordinance for City permits, the plans for development of the parking lot shall be submitted to the Superintendent of Parks and Recreation for approval, and all work shall be done according to the plans as approved.

E. Corliss Avenue Service Area. Historic Seattle shall maintain the paved driveway and service area between Corliss Avenue North and the Gym/Boiler Building outlined in purple on the map attached as Exhibit "A" for the use of both parties and the City for maintaining the Meridian Playground and

accommodating activities at the "Summerhouse;" the hedge between the service area and the area outlined in blue for the demonstration project in urban agriculture and solar green house, and the shrubbery or other screening along the south boundary contemplated by the Comprehensive Site Development Plan as approved by the Superintendent of Parks and Recreation.

- F. Common Usage. No fee or charge, permit system, limitation on the duration of use, or other restriction on parking shall be imposed on the parking of any vehicle in any parking lot or other facility without the prior, written approval of the Director and Superintendent of Parks and Recreation. No discrimination may be made against any members of the public using the Meridian Playground, nor may users of the Meridian Playground be placed at a disadvantage vis-a-vis other users.
- G. Vehicular Access. Cars and parking shall be restricted to roadways and parking areas. Bollards, or other traffic control devices, shall confine cars to the most direct roadway between the street and the parking area. Parking on roadways -- except emergency vehicles, fire trucks, and vehicles while loading or unloading -- is prohibited.
- H. Traffic Impact. Historic Seattle and the Department of Parks and Recreation shall endeavor to avoid adverse parking and traffic impacts upon the streets and neighborhoods adjacent to the Good Shepherd site. As part of that effort, they shall consider the alternative of modifying the Comprehensive Site Development Plan to provide for access to the Primary Parking Area from Corliss Avenue North.
- I. Monitoring Reports. The City Council shall monitor the progress of the Comprehensive Site Development Plan, particularly with regard to parking and traffic impacts. Historic Seattle and the Department of Parks and Recreation shall, with the assistance of the Seattle Engineering Department, submit to the City Council semi-annual progress reports on the fulfillment of the Plan until the site and buildings are fully developed and occupied. Annual reports shall be submitted thereafter.

VIII. RESERVED RIGHTS OF THE CITY

- A. Servitude to Park. The City reserves for itself and the public a servitude over the Premises, prohibiting any uses or activities on the Premises that are incompatible with the public use and enjoyment of Meridian Playground for park purposes.
- B. Public Parking. The City reserves for itself and the public, generally, the right to use in common with other users of the Premises the adjoining community center, or the Meridian Playground, any parking areas on the Premises; the right of reasonable access between all streets adjacent to the Premises and the parking areas including the horseshoe-shaped driveway lying easterly of the main building, and of reasonable access between such parking areas and Meridian Playground.
- C. Repairs and Alterations. The City reserves for itself, its officers, employees, agents and contractors, free access to the Premises at all reasonable times for the purpose of making inspections. If it is determined that Historic Seattle has not done necessary cleaning, made adequate repairs, additions or alterations to the Premises or any other property owned by or under the control of the City, the City shall give 10 days notice for Historic Seattle to correct the deficiency and if Historic Seattle has failed to take appropriate action or the City then has the right to make the correction itself. This right shall not be construed as an agreement on the part of the City to inspect, clean, or make repairs, additions or alterations.
- D. Emergency Repairs or Alterations. The City reserves a right to make alterations to the Premises in order to remedy any condition deemed by the Superintendent to constitute a hazard or emergency. The exercise of this power is optional with the City; no covenant to make repairs or alterations, or duty to do so, arises from reserving the authority to do so.
- E. Eminent Domain. The City reserves the right to terminate this Supplemental Agreement as to all or any portion of the premises made the subject of proceedings in eminent domain to acquire property or property rights for a superior public use, effective upon notice of such proceedings.

- F. Reversion of Property Occupied by Demonstration Project in Urban Agriculture. The City reserves for itself for the use and benefit of its Meridian Playground all rights granted the Tilth Association to use the driveway connecting to Corliss Avenue North and the service area outlined in purple on the map attached as Exhibit "A" if the area outlined in blue on the map attached as Exhibit "A" should cease to be used for the demonstration project in urban agriculture and the City resumes possession of the same.

IX. GENERAL TERMS AND CONDITIONS

The following terms and conditions of the "Conveyance, Site Development, and Property Use Agreement" ("the Conveyance Agreement") are incorporated hereir by reference and shall apply to the areas under this agreement as if set forth in full herein.

COMPLIANCE WITH LAWS

UTILITIES AND TAXES

LIABILITY INSURANCE

INDEMNITY

REMEDIES CUMULATIVE

ASSIGNMENT

HEADINGS AND CAPTIONS

and for the purposes of this Supplemental Agreement, all references in such sections of the Conveyance Agreement to the "Buildings" or "the tract under Historic Seattle's jurisdiction" or "areas under Historic Seattle's jurisdiction" shall mean and include the property identified herein as the Premises. Historic Seattle shall also disclose in its quarterly accounting statement required by paragraph 11(c) of the Conveyance Agreement the amount of all income recieved from the Premises and expenditures made. The amount of expenditures for the improvements required by Section VII shall be specifically identified.

X. CONSTRUCTION AND IMPROVEMENTS UPON PREMISES

- A. Work-approved Plans and Specifications. No improvement, alteration, or addition shall be constructed or placed on the Premises except in accordance with plans and specifications approved by the Superintendent of Parks and

Recreation in writing. The City may conduct inspections of any such work at any time to make sure that such work follows approved plans. If the City shall send a notice to Historic Seattle that construction is not in accord with approved plans, Historic Seattle shall immediately either remove from the Premises the improvement, addition or alteration at variance from the approved plans and specifications or make it consistent with such approved plans and specifications. Approval of plans by the Superintendent denotes his or her concurrence only, and does not represent that the plans or proposed work conforms to any building, construction, zoning, or other regulatory code; all such plans shall be subject to review and processing by the appropriate official enforcing the regulatory ordinance on the merits thereof.

Within 30 days after completion of any construction on the Premises, Historic Seattle shall furnish the Superintendent a complete set of drawings reflecting the final "as built" condition, or the nearest equivalent, of the constructed material.

- B. Accession of Improvements. All improvements required by this Supplemental Agreement, and those improvements then upon the Premises, shall become the property of the City upon the expiration or termination of this agreement, whichever is earlier.

XI. HUMAN RIGHTS, NONDISCRIMINATION

- A. Nondiscrimination. Historic Seattle shall comply with all State and local laws and ordinances prohibiting discrimination with regard to race, color, national origin, ancestry, creed, religion, political ideology, age, sex, sexual orientation, marital status, or the presence of any sensory, mental, or physical handicap.

Consistent with that obligation, in the event Historic Seattle has three (3) or more employees during the term of this agreement, the following provisions of Seattle Municipal Code ("S.M.C.") Chapter 20.44, as amended, shall be deemed to be incorporated herein:

During the performance of this Agreement, Historic Seattle agrees as follows:

"Historic Seattle will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. Historic Seattle will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their creed, religion, race, color, sex, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory mental, or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Historic Seattle agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. Historic Seattle will take affirmative action to ensure that all of its employees, agents and subcontractors adhere to this provision; Provided, nothing herein shall prevent an employer from giving preference in employment to a member of his/her immediate family.

"Historic Seattle will upon the request of the Director of the Human Rights Department of the City, or his/her designee (called the "Director"), furnish to the Director on such form as may be provided therefor, a report of the affirmative action taken by Historic Seattle in implementing the terms of this provision, and will permit access to Historic Seattle's records of employment, employment advertisements, application forms, other pertinent data and records by the Director for the purpose of investigation to determine compliance with this provision.

"If, upon investigation, the Director determines that there is probable cause to believe that Historic Seattle has failed to comply with any of the terms of this provision, Historic Seattle shall be so notified in writing. The Superintendent of Parks and Recreation shall give Historic Seattle an opportunity to be heard after ten (10) days notice. If the Superintendent of Parks and Recreation concurs in the findings of the Director, he or she may suspend or terminate this agreement in accordance with law.

"Failure to comply with any of the terms of this provision shall be a material breach of this agreement."

B. Utilization of Women's and Minority Business Enterprise.

- (1) Seattle Municipal Code ("SMC") Chapter 20.46 (The Women's and Minority Business Enterprise Utilization Ordinance) is attached as Exhibit "C" and its provisions are incorporated by reference and made a part hereof.
- (2) During the term of this Supplemental Agreement, Historic Seattle shall:
 - (a) Make every good faith effort to utilize minority business enterprise (MBE) and women's business enterprises (WBE) as contemplated by SMC Chapter 20.46 in contracting opportunities arising under this agreement; and

(b) Maintain records reasonably necessary for monitoring compliance with the provisions of SMC Chapter 20.46.

(3) Historic Seattle shall furnish to the Seattle Human Rights Department within a reasonable time after a request has been made for the same, whatever reports or other information is reasonably necessary to determine compliance. Any failure by the Historic Seattle to comply with the provisions of SMC Chapter 20.46 shall be a material breach of contract, and may result in one or more of the following actions:

- (a) Suspension of this Supplemental Agreement;
- (b) Withholding of funds;
- (c) Termination of this Supplemental Agreement based upon the material breach of provisions pertaining to WBE and MBE utilization;
- (d) Disqualification of Historic Seattle from eligibility for providing services to the City for a period of not to exceed two (2) years; and
- (e) Such other relief as authorized by Ordinance 103387 (SMC Chapter 3.110).

C. Human Rights. All uses and activities on the premises shall be conducted in a manner to make all participants and prospective participants feel welcome, without discrimination as to race, color, national origin, ancestry, creed, religion, political ideology, age, sex, sexual orientation, marital status, or the presence of any sensory, mental, or physical handicap, except as the same may be a bona fide qualification upon participation. Reasonable accommodation shall be made for the handicapped.

XII. REVIEW; DEFAULT; TERMINATION

A. Review. The Superintendent will review Historic Seattle's compliance with this Supplemental Agreement every five years from the date it is signed. A copy of the review will be sent to: Historic Seattle, the City Clerk, the Mayor, and the Chairperson of the appropriate City Council Committee.

B. Default. The following acts and omissions shall constitute a default and a material breach of this Supplemental Agreement by Historic Seattle:

- (1) A failure to fully comply with all of the requirements of Section XI regarding human rights, nondiscrimination, and equality of opportunity; or
- (2) Failure to complete the improvements required by Sections VI and VII within the times stated; or
- (3) A failure to provide liability insurance specified in the Conveyance Agreement, and made applicable to the Premises by Section IX; or
- (4) The abandonment or vacating of the Premises; or
- (5) The repeated failure to perform or the violation of any single condition or covenant of this Supplemental Agreement after notice was given in the preceding 12-month period; or a third violation of such condition in a four (4) year period; or
- (6) The assignment or other transfer of Historic Seattle's interest in the Premises without the prior written consent of the Superintendent, whether voluntary or not; or
- (7) The failure to perform or the violation of any other condition or covenant of this Supplemental Agreement where such default or deficiency in performance was not remedied within a reasonable time, which in no event shall exceed sixty (60) days after the date of notice from the Superintendent.

C. Termination. The Superintendent shall provide Historic Seattle notice, identifying Historic Seattle's perceived failure or violation, and the City's intent to enforce and/or terminate this agreement, and, where applicable, the number of days (if any) within which such failure must be corrected or the violation must cease or be remedied to avoid such termination. The notice shall also describe any procedures provided to allow Historic Seattle a hearing on the perceived failure or violation.

Upon expiration of this Supplemental Agreement or termination of this Supplemental Agreement, the City shall take exclusive possession of the Premises, terminating occupancy of the Premises by Historic Seattle; the City may use the Premises, itself; authorize another to use the Premises and receive any fees, itself; or authorize Historic Seattle to hold-over. If the City authorizes Historic Seattle to hold-over, the resulting use shall be on a month-to-month basis during which Historic Seattle shall be bound by all of the provisions of this Supplemental Agreement.

XIII. ANCILLARY MATTERS

- A. Own Inspection. Historic Seattle has examined the Premises, and relying upon its own examination, accepts the same and the use and management rights granted "as is, where is."
- B. Transfer; Encumbrances. No rights, powers or privileges arising under this Supplemental Agreement may be assigned, subleased, encumbered, or otherwise transferred without the written consent of the Superintendent of Parks and Recreation. No encumbrances may be created which would affect the City's rights to or interest in the Premises.
- C. Official Representatives. The Superintendent of Parks and Recreation shall be the representative of the City and the Executive Director of Historic Seattle shall be Historic Seattle's representative for purposes of communicating or conducting transactions with each other under this Supplemental Agreement. Either party may designate a successor official upon written notice to the other. Notices to either party may be served by certified or registered mail or by direct delivery.
- D. Amendments. No modification or amendment of the terms of this Supplemental Agreement shall be effective unless written and signed by the authorized representatives of the parties. The parties expressly reserve the right to modify this Supplemental Agreement.
- E. No Waiver. The City does not waive full compliance with the terms and conditions of this Supplemental Agreement by accepting further performance. No waiver of default by either party of any of the terms, covenants and conditions hereof to be performed, kept, and observed by the other party shall

be construed as, or operate as, a waiver of any subsequent default of any term, covenant, or condition of this Supplemental Agreement. This Supplemental Agreement does not waive or surrender any of the City's police powers or any of its supervisory powers over public corporations pursuant to RCW 35.21.730 et seq. and Ordinance 103387.

F. City Approval and Consent: Any City approval required by this Agreement shall not be unreasonably withheld. Whenever the consent of a party is required by this Agreement, such consent will not be unreasonably withheld.

G. Cooperation: The parties agree to use their best efforts diligently and promptly to take all actions necessary and appropriate in order to satisfy the conditions set forth in this Agreement.

H. Actions of Superintendent: Actions or approvals of the Superintendent of Parks and Recreation do not constitute official action by any other City department or official required by law, ordinance, rule or regulation, nor commit the City to taking any action in its regulatory capacity, or excise compliance with its ordinances.

I. Applicable Law: This Agreement shall be construed under the Constitution and laws of the State of Washington.

J. Invalidity: Should a court with jurisdiction enter a judgment that becomes final, which prevents performance of this Supplemental Agreement in a material respect or substantially impedes accomplishment of the Comprehensive Site Development Plan, either party may terminate this Supplemental Agreement, without recourse, by providing written notice to the other. The notice shall specify the effective date. All rights and obligations under this Supplemental Agreement shall cease on the termination date except for undischarged rights and obligations that accrued prior to the date of termination. In all other cases, if a term, provision, condition, or other portion of this Supplemental Agreement or the application thereof to other facts and circumstances shall not be affected, and it shall continue in full force and effect.

XIV. ENTIRE AGREEMENT

This Supplemental Agreement contains 18 pages of text, including this page and the attached Acknowledgement; the three exhibits collectively called the Comprehensive Site Development Plan; namely,

Exhibit "A"	Map;
Exhibit "I"	Narrative; and
Exhibit "B"	Landscape Management Goals and Policies;
Exhibit "C"	a copy of Seattle Municipal Code Chapter 20.46;

and the portions of the Conveyance Agreement incorporated by Section IX. In case of conflict, the text controls over an the exhibit. The text (including the provisions incorporated by Section IX) and the exhibits contain the entire understanding of the parties, both oral and written.

DATED this 2nd day of January, 1984.

HISTORIC SEATTLE PRESERVATION
AND DEVELOPMENT AUTHORITY

By Lawson A. Elliott, Jr.
Executive Director

Acting under authority of Resolution
of the Council of Historic Seattle

DATED this 5 day of October, 1984.

THE CITY OF SEATTLE

By George F. Bingham
Director of Administrative Services
Acting under authority of Seattle Or-
dinance 111865

ATTEST:

Tim Hill
City Comptroller

City's address for all communications to the
Superintendent of Parks and Recreation:

Superintendent
Parks and Recreation Department
210 Municipal Building
Seattle, Washington 98104

STATE OF WASHINGTON)

COUNTY OF KING)

ss

On this 5th day of October, 1984, before me personally appeared George F. Bingham and Tim Hill, to me known to be the Director of Administrative Services and City Comptroller, respectively, of the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said municipal corporation.

WITNESS my hand and official seal the day and year in this certificate first above written.

Veronica L. Beechcraft

NOTARY PUBLIC in and for the State
of Washington, residing at Seattle

LG/lu
8/22/84

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AGREEMENT FOR DEMONSTRATION PROJECT IN URBAN AGRICULTURE

This Agreement is made between the CITY OF SEATTLE ("the City") and the SEATTLE TILTH ASSOCIATION to carry out a demonstration project in urban agriculture as contemplated by Ordinance _____ and the comprehensive site development plan adopted thereby.

I. PREMISES

The City grants to the Tith Association, and the Tith Association accepts, the use and management of the property outlined in blue on the map attached as Exhibit "A" (called the "Premises") in accord with, and subject to the terms and conditions of, this Agreement. The Premises are part of a larger site, which is described as follows:

The West 3/4 of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 8, Township 25 North, Range 4 East, W.M.; EXCEPT those portions deeded to the City of Seattle for street purposes by deed recorded under Auditor's File No. 453172; and EXCEPT that portion lying within HOPE ADDITION, as per plat recorded in Volume 26 of Plats, Page 10, records of King County, Washington.

The Premises are described as follows:

Beginning at the N.W. Corner of the S.W. 1/4 of the S.W. 1/4 of Section 8;
thence S. 00°12'25" W, 665.58 feet;
thence S. 89°40'49" E, 303.10 feet;
thence N. 00°12'25" E, 129.32 feet to the True Point of Beginning;
thence S. 89°40'49" E, 131.88 feet;
thence S. 00°12'25" W, 129.32 feet;
thence N. 89°40'49" W, 73.88 feet;
thence N. 00°12'25" E, 82.00 feet;
thence N. 89°40'49" W, 58.00 feet;
thence N. 00°12'25" E, 40.00 feet;
thence N. 89°40'49" W, 50.00 feet;
thence N. 00°12'25" E, 7.32 feet to the True Point of Beginning;
said parcel containing 12,665 square feet.

This grant and its acceptance includes the right to use and operate, and the duty to maintain, the solar greenhouse on the premises, and a right in common with the Historic Seattle Preservation and Development Authority; ("Historic Seattle") to use that certain paved driveway and service area outlined in purple on the map attached as Exhibit "A," between Corliss Avenue North and the Annex (Gym/Boiler Building).

II. TERM

This Agreement and the use and management rights and powers conferred shall take effect immediately upon its execution by the City and shall expire no later than the discontinuation of use of the area for the demonstration project in urban agriculture or twenty-five (25) years, whichever is sooner.

III. DEMONSTRATION PROJECT

In consideration of the rights and authority conferred, the Seattle Tilth Association at its own cost and expense will operate a demonstration project in urban agriculture. The Urban Agriculture Center garden will provide a demonstration of space-conserving techniques and technologies to help city residents establish and maintain more productive gardens. Cloth and frame gardening, three-week composting, winter gardening, solar greenhouse gardening, trellis fruit and tree growing, urban permacultural design and other innovative approaches will be demonstrated and evaluated at the Center. Signs and a map-key system will be posted for visitors to take self-guided tours and guided tours will be arranged by appointment.

The cooperative effort of many people working together is an essential element distinguishing them from community gardens containing P-Patches (plots for gardening by individuals or families separately) on adjoining property.

IV. PUBLIC PARTICIPATION IN PROJECT

The Seattle Tilth Association will organize its activities on the premises to provide maximum opportunities for public participation:

1. The public shall have the right during daylight hours to visit the open areas of the Premises, to observe the plantings, and, without interfering, to watch work in progress; and to visit the solar greenhouse during posted hours when it is open. The public shall be made to feel welcome, and by posted notices, invited to take a more active part.
2. Those willing and qualified shall be provided an opportunity to take a more active part, including under appropriate supervision "hands on" experience in gardening and "helping out" with other functions. If active participation or

partaking in decision-making is conditioned upon becoming a member, membership shall be determined on a objective basis which equalizes the opportunity to join among qualified individuals (such as use of a waiting list on a time of sign-up basis.)

3. Any fees or charges and any qualifications for participation in any activity shall be posted or otherwise publicized on the Premises, together with notice where to apply. The amount of the payment due shall not be set as to impair participation by youth, students, or senior citizens with limited financial resources; special provision shall be made (whether by credit for extra work on the Premises, waiver, special membership, etc.) so that willing and qualified persons, receiving public assistance or lacking financial resources, shall not be excluded by economic reasons alone; and qualifications shall be related to the capacity to do the assignment or to fulfill bona fide project purposes.
4. When fundamental policy decisions are to be made, construction of major new facilities is planned, or a material re-arrangement of the grounds is under consideration, the governing body or other decision-making official will post notice on the Premises and allow those participating actively in the project (or, the membership if the project is organized through a membership association) an opportunity to express their opinions before action is taken. (Notices may also be sent.) If active participation is conditioned upon membership, then an annual membership meeting shall be held; notice posted; and on request, representatives of the press allowed to attend.
5. Any net earnings or income shall be devoted exclusively for furthering the purposes of the demonstration project at the Premises, or similar activities within Seattle; no part of the net earnings shall inure to the benefit of any individual.
6. The Association will prepare an annual report on its activities during the previous year and maintain a copy on the Premises for public inspection, and file a copy with the Superintendent of Parks and Recreation.

V. CONSIDERATION

As further consideration for the rights and authority conferred, the Seattle Tith Association shall perform the activities in the next five paragraphs.

- A. Premises: The Tith Association shall conduct its activities and maintain the Premises as contemplated by and to carry out the Comprehensive Site

Development Plan. The Comprehensive Site Development Plan consists of the map attached as Exhibit "A," the narrative attached as Exhibit "1," and the Landscape Management Goals and Policies attached as Exhibit "B." For this purpose, it will place and care for shrubbery and keep the premises free of litter and in a sanitary condition, free from hazards that may cause injury; control pests and plant diseases; trim trees on the Premises; and maintain walkways as reasonably barrier free as possible. It shall also adhere to the prohibitions therein including refraining from the following without first obtaining the consent of the Superintendent of Parks and Recreation: building new structures; laying paving or permanent surfacing; allowing advertising or commercial signs; installing vending machines or selling food or beverages for outdoor consumption; permitting a commercial enterprise; removing trees; or installing fencing. Tilth may from time to time conduct plant sales and other non-commercial fundraising activities with personnel in attendance.

- B. Solar Greenhouse: The Seattle Tilth Association shall maintain the Solar Greenhouse on the Premises, in good condition, making all needed repairs (including window breakage), provide such heating as may be needed and allow public visitation from March through October for at least four hours per day three days per week. Public visitation hours will be posted at the entrances.
- C. Service Area: That certain paved driveway and service area between Corliss Avenue North and the Gym/Boiler Building (outlined in purple on the map attached at Exhibit "A") shall be used in common with Historic Seattle. The rights granted to the Tilth Association to use the Corliss Avenue North entrance and the service area are supplemental to the rights granted to Historic Seattle.
- D. Functions with Historic Seattle: The Seattle Tilth Association will encourage people to use the accessway, which Historic Seattle will establish northerly of South Annex (Gym/Boiler Building) to go between the Premises and Primary Parking Area, rather than travel by way of the south boundary of the tract; discourage parking or standing of motor vehicles outside designated areas; and arrange with Historic Seattle for utility services. The Seattle Tilth Association and Historic Seattle may determine between themselves from time to time how the obligations in this paragraph shall be met; but, if neither party performs, the City may hold either party or both parties responsible.

VI. RESERVED RIGHTS OF THE CITY

- A. Servitude to Park: The City reserves for itself and the public a servitude over the Premises, prohibiting any uses or activities on the Premises that are incompatible with the public use and enjoyment of Meridian Playground for park purposes.
- B. Corliss Avenue Service Area: The City reserves the right to use the Corliss Avenue Service Area for purposes of maintaining the Meridian Playground and to accommodate activities at the "Summerhouse" and the community gardens operated by the City's Department of Human Resources.
- C. Repairs and Alterations: The City reserves for itself, its officers, employees, agents and contractors, free access to the Premises at all reasonable times for the purpose of making inspections. If it is determined that the Tilth Association has not done necessary cleaning, made adequate repairs, additions or alterations to the Premises or any other property owned by or under the control of the City, the City shall give 10 days notice for the Association to correct the deficiency and if the Association has failed to take appropriate action the City then has the right to make the correction itself. This right shall not be construed as an agreement on the part of the City to inspect, clean, or make repairs, additions or alterations.
- D. Emergency Repairs or Alterations: The City reserves a right to make alterations to the Premises in order to remedy any condition deemed by the Superintendent to constitute a hazard or emergency. The exercise of this power is optional with the City; no covenant to make repairs or alterations, or duty to do so, arises from reserving the authority to do so.
- E. Eminent Domain: The City reserves the right to terminate this Agreement as to all or any portion of the premises made the subject of proceedings in eminent domain for the purpose of acquiring property or property rights for a superior public use, effective upon notice of such proceedings.
- F. Common Utility Connections: The City reserves the right in its Department of Human Resources to continue utility services from connections serving the Premises and the Community Gardens upon paying a proportionate share of the cost.

VII. LIABILITY

- A. Indemnification: The Association shall fully indemnify and hold the City harmless from all claims, actions, suits, liability, loss, costs, expense or

damages of any kind whatsoever which may accrue to or be suffered by any person (including, but not limited to the Association, its agents, employees, contractors, tenants, invitees, licensees or their successors or assigns) arising out of or in connection with its use and occupation of the Premises and/or any of its activities undertaken pursuant to this Lease, except only for those losses resulting solely from the negligence of the City. Upon commencement of any such suit or action against the City, the Association shall upon notice defend the same at its own cost and expense, and in case judgment shall be rendered against the City in such an action or suit, shall fully satisfy the judgment within ninety (90) days after the same has been finally determined.

B. Personal Property: The placement and storage of any and all personal property on the Premises shall be the complete responsibility, and at the sole risk, of the Association.

C. Insurance: The Association shall, at its own expense, obtain and file with the City evidence (in the form of a Certificate of Insurance) of a primary policy of general comprehensive liability insurance, including contractual and automobile coverage, which certificate is subject to approval by the City as to company, form and coverage, and which policy must fully protect the City from any and all claims and risks in connection with the Association's occupation of or activities upon the City's premises. Such policy must specifically name the City as an insured party thereunder and provide the following minimum limits:

\$1,000,000 combined single limit per occurrence and annual aggregate, no deductible.

The amount of coverage shall be adequate to fully protect the City from potential claims. The City may review and revise the policy limits during the term of this Lease and the amount so determined shall apply thereafter.

The City of Seattle shall be given thirty (30) days prior written notice of any material change, cancellation, expiration or non-renewal of the policy.

Said insurance policy must be maintained in full force and effect at the Association's sole expense throughout the entire term of this Lease and such policy or an endorsement thereto and the Certificate of Insurance must contain the following provisions:

"The City of Seattle is a named insured for all coverages provided by this policy of insurance and shall be fully and completely protected by this policy and for any and every injury, death,

damage and loss of any sort sustained by any person, organization or corporation in connection with the Association's occupation of the City's premises or any activity of the Association by virtue of the provisions of that Agreement between the City of Seattle and the Seattle Tilth Association entitled Agreement for Demonstration Project in Urban Agriculture dated _____.

"The coverages provided by this policy to the City or any other named insured shall not be terminated, reduced or otherwise changed in any material respect without providing at least thirty (30) days prior written notice to the City of Seattle.

"The coverages provided by this policy are primary to any insurance maintained by the City."

If the "ACORD" form of Certificate of Insurance is used, it must be modified in the following manner:

Wording at Top of Acord Form

"This certificate is issued as a matter of information only and confers no rights upon the Certificate holder" -- Shall Be Deleted In Its Entirety.

Wording at Bottom of Acord Form

"Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail _____ days written notice to the below named Certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company." -- Shall Be Changed to Read -- "Should any of the above described policies be cancelled or reduced as to coverage before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the below named Certificate holder/City of Seattle as an Additional Insured."

Failure of the Association to fully comply with any and all of the terms of the foregoing insurance provisions shall be considered a material breach of this lease and cause for its immediate termination.

- D. Adjustments of Claims: The Association and its insurer shall provide for the prompt and efficient handling of all claims for damages arising out of its activities under this Lease. The Association and its insurer agree that all such claims will be processed by a person with a permanent office in the Seattle area.
- E. Contractor's Insurance: The Association will require that any and all of its contractors performing construction work on the premises name the City of Seattle as an additional insured on all policies of public liability insurance, and shall include in all pertinent contract documents a provision extending construction indemnities and warranties granted to the Association to the City as well.
- F. Assumption of Risk: The placement and storage of personal property on the Premises shall be the responsibility, and at the sole risk, of the Association.
- G. Worker's Compensation: In addition to the above coverage, the Association shall provide Worker's Compensation coverage for its employees in accordance

with Washington laws and Department of Labor and Industry rules and regulations.

- H. Association's Responsibility: The procuring of the policies of insurance required by this agreement shall not be construed to limit the Association's obligations under Subsection (A), hereof.
- I. Termination Upon Failure to Insure: Notwithstanding any other provision of this Agreement, the failure of the Association to comply with the above provisions of this section shall subject this Agreement to immediate termination at the discretion of the Superintendent without notice to any party, in order to protect the public interest.

VIII. GENERAL TERMS AND CONDITIONS

- A. Compliance With Laws: The Seattle Tilth Association shall comply with all applicable federal or state laws and city ordinances and with applicable orders, rules and regulations of public officials and departments in enforcement of City ordinances.
- B. Licenses: The Seattle Tilth Association shall at its own expense obtain all licenses, permits and authorizations required by law and conform with all applicable requirements to secure, maintain, or comply with them.
- C. Taxes: The Seattle Tilth Association shall pay, before delinquency, all taxes, levies, and assessments arising from its activities or use of the Premises, including, but not limited to, the leasehold excise tax, if applicable; and valorem property taxes, excises in lieu of property taxes; excise taxes; and payment for unemployment insurance, social security, and other charges levied upon employers. If the State of Washington or the United States makes any demand upon the City for taxes or charges resulting from the Association's use or occupation of the Premises or withholds funds due to the City to enforce collection, the Association may at its sole expense, contest the action to effect collection but shall indemnify the City for the amount of taxes and ancillary payments, if any, ultimately found to be due.
- D. Utilities: When utilities serve the Premises and the community gardens jointly, the parties will apportion the expense in relation to their respective usage. Otherwise, the Seattle Tilth Association, at its sole expense, shall arrange for utilities and other services to serve the Premises, and pay all costs therefor, including but not limited to charges for electricity, water, and garbage service.

E. Return of Premises: Upon expiration of this agreement, or its sooner termination, the Seattle Tilth Association shall quit the Premises, removing fixtures, furnishings, and equipment, and leaving the Premises in a safe condition with power and water turned off. The City may at its election treat any of the Association's property on the premises more than thirty (30) days after the termination or expiration of this agreement — including growing plants — as abandoned and take possession and remove the same.

F. Encumbrances: Encumbrances may be created in the personal property of the Seattle Tilth Association only. No encumbrances or liens may be created which would affect the City's title to or interests in the Premises. Any liens on growing crops or right to emblements shall be subject to immediate defeasance upon expiration of this agreement or its sooner termination.

IX. BOOKS AND RECORDS

The Seattle Tilth Association will keep accurate record of its receipts and expenditures in maintaining and developing the Premises and its activities thereon, and within forty-five (45) days after the end of each calendar year, provide the Superintendent an accounting statement fairly reflecting its income, expenses, retained revenues, assets and liabilities at year end. Until the end of the calendar year in which the report is filed it shall retain all invoices and other billings; its copies of record of checks and receipts; and other documentation used to prepare its accounting statement. It shall permit the City from time to time to inspect and audit its books and records pertaining to the Premises and activities conducted thereon and to make copies of documents upon the City's request.

X. PROPERTY INSURANCE; DAMAGES OR DESTRUCTION OF PREMISES

A. Property Insurance: The Association shall, at its own expense and throughout the entire term of this Lease or any extensions thereof, and/or during any use or occupation of the premises by the Association, obtain and maintain a policy of Fire and Extended Coverage Insurance, which policy shall name the City as an insured with coverage in an amount satisfactory to the Superintendent but not more than the full value of the Solar Greenhouse. A full copy of such policy, and all renewals thereof, shall be furnished to the City prior to its effective date. The parties shall review the policy and the adequacy of coverage on an annual basis.

Application of Proceeds: If the Solar Greenhouse is destroyed or severely damaged by fire, vandalism, or other peril, or the Premises are otherwise injured or impaired without fault of the parties so as to severely impede operation of the demonstration project, the parties shall confer within thirty (30) days after the occurrence of the event, and determine whether to rebuild the Solar Greenhouse and/or to continue the demonstration project. If both parties decide to continue the demonstration project on the Premises, any proceeds of insurance or other payments for making restitution shall be applied thereto; if both parties decide to discontinue the project on the Premises, such funds over and above that necessary to make the Premises suitable for park and recreation use (such as expenses for removing debris) shall be applied for another urban agriculture project at location on municipal property outside the tract within Seattle, and if there be none, for horticultural purposes. If the parties do not agree, then the matter shall be submitted to the Mayor of the City of Seattle for mediation.

XI. CONSTRUCTION AND IMPROVEMENTS UPON PREMISES

- A. Work-approved Plans and Specifications: No improvement, alteration, or addition exceeding a value of one thousand dollars (\$1,000) shall be constructed or placed on the Premises unless first approved by the Superintendent of Parks and Recreation in writing and then only in accord with plans and specifications approved by the Superintendent. The City may conduct inspections of any such work at any time to make sure that such work follows approved plans. If the City shall send a notice to Seattle Tilth Association that construction is not in accord with approved plans, Seattle Tilth Association shall immediately either remove from the Premises the improvement, addition or alteration at variance from the approved plans and specifications or make it consistent with such approved plans and specifications. Approval of plans by the Superintendent denotes his or her concurrence only, and does not represent that the plans or proposed work conforms to any building, construction, zoning, or other regulatory code; all such plans shall be subject to review and processing by the appropriate official enforcing the regulatory ordinance on the merits thereof.

Within 30 days after completion of any construction on the Premises, the Association shall furnish the Superintendent a complete set of drawings reflecting the final "as built" condition, or the nearest equivalent, of the constructed material.

- B. Accession of Improvements: All improvements upon the Premises, shall become the property of the City upon the expiration or termination of this agreement, whichever is earlier.

XII. HUMAN RIGHTS; NONDISCRIMINATION

- A. Nondiscrimination: Seattle Tilt Association shall comply with all State and local laws and ordinances prohibiting discrimination with regard to race, color, national origin, ancestry, creed, religion, political ideology, age, sex, sexual orientation, marital status, or the presence of any sensory, mental, or physical handicap.

Consistent with that obligation, in the event the Association has three (3) or more employees at any one time during the term of this agreement, the following provisions of Seattle Municipal Code ("S.M.C.") Chapter 20.44, as amended, shall be deemed to be incorporated herein:

During the performance of this Agreement, the Association agrees as follows:

"Seattle Tilt Association will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. The Association will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their creed, religion, race, color, sex, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory mental, or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Association agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. The Association will take affirmative action to ensure that all of its employees, agents and subcontractors adhere to this provision; Provided, nothing herein shall prevent an employer from giving preference in employment to a member of his/her immediate family.

"Seattle Tilt Association will upon the request of the Director of the Human Rights Department of the City, or his/her designee (called the "Director"), furnish to the Director on such form as may

be provided therefor, a report of the affirmative action taken by Seattle Tilth Association in implementing the terms of this provision, and will permit access to the Association's records of employment, employment advertisements, application forms, other pertinent data and records by the Director for the purpose of investigation to determine compliance with this provision.

"If, upon investigation, the Director determines that there is probable cause to believe that Seattle Tilth Association has failed to comply with any of the terms of this provision, Seattle Tilth Association shall be so notified in writing. The Superintendent of Parks and Recreation shall give the Association an opportunity to be heard after ten (10) days notice. If the Superintendent of Parks and Recreation concurs in the findings of the Director, he or she may suspend or terminate this agreement in accordance with law.

"Failure to comply with any of the terms of this provision shall be a material breach of this agreement."

B. Utilization of Women's and Minority Business Enterprise:

(1) Seattle Municipal Code ("SMC") Chapter 20.46 (The Women's and Minority Business Enterprise Utilization Ordinance) is attached as Exhibit "D" and its provisions are incorporated by reference and made a part hereof.

(2) During the term of this Agreement, Seattle Tilth Association shall:

(a) Make every good faith effort to utilize minority business enterprise (MBE) and women's business enterprises (WBE) as contemplated by SMC Chapter 20.46 in contracting opportunities arising under this agreement; and

(b) Maintain records reasonably necessary for monitoring compliance with the provisions of SMC Chapter 20.46.

(3) Seattle Tilth Association shall furnish to the Seattle Human Rights Department within a reasonable time after a request has been made for the same, whatever reports or other information is reasonably necessary to determine compliance. Any failure by the Seattle Tilth Association to comply with the provisions of SMC Chapter 20.46 shall be a material breach of contract, and may result in one or more of the following actions:

(a) Suspension of this Agreement;

(b) Withholding of funds;

- (c) Termination of this Agreement based upon the material breach of provisions pertaining to WBE and MBE utilization;
- (d) Disqualification of the Association from eligibility for providing services to the City for a period of not to exceed two (2) years; and
- (e) Such other relief as authorized by Ordinance 103387 (SMC Chapter 3.110).

C. Human Rights: All uses and activities on the premises shall be conducted in a manner to make all participants and prospective participants feel welcome, without discrimination as to race, color, national origin, ancestry, creed, religion, political ideology, age, sex, sexual orientation, marital status, or the presence of any sensory, mental, or physical handicap, except as the same may be a bona fide qualification upon participation. Reasonable accommodation shall be made for the handicapped.

XIII. REVIEW; DEFAULT; TERMINATION

- A. Review: The Superintendent will review the Association's compliance with this Agreement every five years from the date it is signed. A copy of the review will be sent to: The Association, the City Clerk, the Mayor, and the Chairperson of the appropriate City Council Committee.
- B. Default: The following acts and omissions shall constitute a default and a material breach of this Agreement by the Association:
 - (1) A failure to fully comply with all of the requirements of Section XI regarding human rights, nondiscrimination, and equality of opportunity; or
 - (2) A failure to provide liability insurance specified and made applicable to the Premises by Section VII; or
 - (3) The abandonment or vacating of the Premises; or

- (4) The repeated failure to perform or the violation of any single condition or covenant of this Agreement after notice was given in the preceeding 12-month period; or a third violation of such condition in a four (4) year period; or
- (5) The assignment or other transfer of the Association's interest in the Premises whether voluntary or not except as authorized in section XIV (b); or
- (6) The failure to perform or the violation of any other condition or covenant of this Agreement where such default or deficiency in performance was not remedied within a reasonable time, which in no event shall exceed sixty (60) days after the date of notice from the Superintendent.

C. Termination: The Superintendent shall provide the Association notice, identifying the Association's perceived failure or violation, and the City's intent to enforce and/or terminate this agreement, and, where applicable, the number of days (if any) within which such failure must be corrected or the violation must cease or be remedied to avoid such termination. The notice shall also describe any procedures provided to allow the Association a hearing on the perceived failure or violation.

Upon expiration of this Agreement or termination of this Agreement, the City shall take exclusive possession of the Premises, terminating occupancy of the Premises by the Association.

XIV. ANCILLARY MATTERS

- A. Acceptance of Premises: The Seattle Tilth Association accepts the Premises and the use and management rights granted "as is, where is," relying upon its familiarity with the Premises through its occupancy and participation in the construction of the Soiar Greenhouse.
- B. Transfer: The Seattle Tilth Association may establish a separate nonprofit corporation to manage and operate the Premises on its behalf. In no other respect may any rights, powers or privileges arising under this Agreement be

assigned, subleased or otherwise transferred without the written consent of the Superintendent of Parks and Recreation.

- C. Remedies Cumulative: Any specific right or remedy contained in this Agreement shall be in addition to all other rights or remedies allowed or allowable by law. Neither party waives any rights, which may arise or exist by operation of law independently of this Agreement, to terminate this Agreement.
- D. Waiver: A Waiver of performance shall be in writing, signed by an authorized representative of the party, and executed for that purpose. This Agreement does not -- and shall not be deemed to -- waive or surrender any of the City's police powers or regulatory authority. The acceptance of late performance or substantial performance does not waive timely or full performance; nor does the failure of either party to insist upon full performance of any term of this Agreement any occasion or during a period of time waive performance on another occasion or for a later period of time.
- E. Official Representatives: The Superintendent of Parks and Recreation shall be the representative of the City and the Association's President shall be the representative of the Seattle Tilth Association for the purpose of communication or giving approvals with each other under this Agreement. Either party may designate a successor official upon written notice to the other. Notices to either party may be served by certified or registered mail.
- F. Actions of Superintendent: Actions or approvals of the Superintendent of Parks and Recreation do not constitute official action by any other City department or official required by law, ordinance, rule or regulation, nor commit the City to taking any action in its regulatory capacity, or excuse compliance with its ordinances.
- G. Notices: Notices to either party may be served by certified or registered mail or by direct delivery. Unless otherwise indicated by it, notices to the Seattle Tilth Association shall be made to its President at:
- Seattle Tilth Association
4649 Sunnyside Avenue North
Seattle, Washington 98103
- notice to the City shall be to the Superintendent of Parks and Recreation at:
- Department of Parks and Recreation
210 Municipal Building
Seattle, Washington 98104
- H. Amendments: No modification or amendment of the terms of this Agreement shall be effective unless written and signed by the authorized representatives

of the parties. The parties expressly reserve the right to modify this Agreement.

- I. Applicable Law: This Agreement shall be construed under the Constitution and laws of the State of Washington.
- J. Headings and Captions: Headings and captions before paragraphs are for convenience in making reference and do not restrict the scope of the language following.
- K. Invalidity: Should a court with jurisdiction enter a judgment that becomes final, which prevents performance of this Agreement in a material respect or substantially impedes accomplishment of the Comprehensive Site Development Plan, either party may terminate this Agreement, without recourse, by providing written notice to the other. The notice shall specify the effective date. All rights and obligations under this Agreement shall cease on the termination date except for undischarged rights and obligations that accrued prior to the date of termination. In all other cases, if a term, provision, condition, or other portion of this Agreement or its application is held to be inoperative, invalid or unenforceable, the remainder of this Agreement or the application thereof to other facts and circumstances shall not be affected, and it shall continue in full force and effect.

XV. ENTIRE AGREEMENT

This Agreement contains 17 pages of text, including this page and the attached Acknowledgment; the three exhibits collectively called the Comprehensive Site Development Plan; namely,

Exhibit "A"	Map;
Exhibit "I"	Narrative; and
Exhibit "B"	Landscape Management Goals and Policies; and

Exhibit "C," Seattle Municipal Code Chapter 20.46.

In case of conflict, the text controls over an exhibit. The text and the exhibits contain the entire understanding of the parties, both oral and written.

DATED this _____ day of _____, 1984.

SEATTLE TILTH ASSOCIATION

By _____
President

Acting under authority of Resolution
_____ of

DATED this _____ day of _____, 1984.

THE CITY OF SEATTLE

By _____
Director of Administrative Services
Acting under authority of Seattle Or-
dinance _____ and Resolution

By _____

City's address for all communications to the
Superintendent of Parks and Recreation:

Superintendent
Parks and Recreation Department
210 Municipal Building
Seattle, Washington 98104

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this _____ day of _____, 1984, before me personally appeared _____ and Tim Hill, to me known to be the Director of Administrative Services and City Comptroller, respectively, of the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said municipal corporation.

WITNESS my hand and official seal the day and year in this certificate first above written.

NOTARY PUBLIC in and for the State
of Washington, residing at Seattle